

## Exhibit 1

Carl J. Guagliardo, Esq.  
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 Attorney I.D. No. 68876  
 Counsel for Plaintiffs

PROTHONOTARY LUZERNE COUNTY  
 FILED AUG 13 20 PM 1:15

KING'S COLLEGE, REV. THOMAS J.	:	IN THE COURT OF
O'HARA, and ROBERT McGONIGLE,	:	COMMON PLEAS OF
	:	LUZERNE COUNTY,
Plaintiffs.	:	
	:	NO. <u>07119</u> cv <u>2020</u>
vs.	:	
	:	
TRAVELERS INSURANCE COMPANY,	:	ACTION FOR
A/K/A THE TRAVELERS	:	DECLARATORY
INDEMNITY COMPANY, A/K/A	:	JUDGMENT
TRAVELERS PROPERTY CASUALTY	:	
COMPANIES, AKA THE CHARTER	:	
OAK FIRE INSURANCE COMPANY,	:	JURY TRIAL
	:	DEMANDED
Defendant.	:	

### COMPLAINT

1. Plaintiff, KING'S COLLEGE, is an institution of higher education located at 133 North River Street, Wilkes-Barre, Luzerne County, Pennsylvania, which at all times relevant hereto employed the individual Plaintiffs, The Rev. THOMAS J. O'HARA and ROBERT McGONIGLE. Plaintiffs are hereinafter referred to as "King's."

2. Defendant, TRAVELERS INSURANCE COMPANY A/K/A THE TRAVELERS INDEMNITY COMPANY, A/K/A TRAVELERS PROPERTY CASUALTY COMPANIES, AKA/DBA THE CHARTER OAK FIRE INSURANCE COMPANY ("Travelers") is a corporate entity authorized to conduct business in the Commonwealth of Pennsylvania with a principal place of business located at 1 Tower Square, Hartford CT 06183.

3. Travelers is in the business of, *inter alia*, insuring commercial entities relative to commercial general liability including, but not limited to, liability claims for property damage and bodily injury.

4. At all times relevant hereto King's, as part of the Northeast Pennsylvania Education Risk Management Group, Inc., was insured by Travelers under Commercial General Liability policy number Y-630-1086N48A-COF-09, issued by The Charter Oak Fire Insurance Company, providing general aggregate insurance limits of \$5,000,000 (Five Million Dollars). A true and correct copy of the policy is attached hereto as Exhibit "1."

5. The Travelers Insurance policy issued to King's is a Commercial General Liability policy containing three areas of coverage: (1) **"Coverage A - Bodily Injury and Property Damage Liability;"** (2) **"Coverage B – Personal and Advertising Injury Liability;"** and (3) "Coverage C – Medical Payments." Coverages "A" and "B" are at issue in this Declaratory Judgment action.

6. On April 4, 2011 an eight-count Complaint was filed in the U.S. District Court for the Middle District of Pennsylvania by Rittenhouse Entertainment, Inc., The Mines, Inc., G Net Comm. Co., Phoenix Estates and Thomas Greco ("GRECO") against various defendants, including the City of Wilkes-Barre, Luzerne County and King's College and its employees, The Rev. Thomas J. O'Hara and Robert McGonigle, wherein it alleged, *inter alia*, that the parties conspired to commit violations of due process, equal protection and state causes of action, including tortious interference with business relationships, trade disparagement and defamation. The Complaint alleged that the defendants conspired to shut down a bar Greco owned and operated ("The Mines") because its clientele was 30-40% minority, and did so by an alleged repeated pattern of discrimination including harassment, targeting and arresting of persons who sought

entrance to The Mines, all of which resulted in the loss of business such that “The Mines” went from being open three days a week to only once every ten days. This action is docketed at 3:11-cv-00617-JPW. A copy of the Complaint is attached hereto as Exhibit “2” and the pleadings of the aforementioned docketed action are incorporated herein by reference.

7. On May 10, 2011 TRAVELERS issued a reservation of rights (“ROR”) letter. This letter expressed Travelers intention to reserve its right to disclaim coverage only under “**Coverage B – Personal Injury, Advertising Injury and Web Site Injury Liability**” (which provides coverage for “personal injury,” “advertising injury” and web site injury”). The ROR explained that “Personal injury” is defined as *“injury other than bodily injury, arising out of one or more of the following offenses: ...d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services...”* Travelers reserved its right to later disclaim this coverage on the basis that *“personal injury resulting from a consequence of discrimination, whether intentional or unintentional, is excluded from coverage.”* Travelers agreed to provide King’s and its employees with a defense *“subject to a reservation of all rights, including but not limited to the right to disclaim coverage and withdraw from providing a defense should Travelers determine that the policy does not afford coverage for this matter.”* Exhibit “3,” attached hereto.

8. The May 10, 2011 ROR did not address coverage for “property damage” (as defined in Endorsement CG D2 56 11 03) under **Coverage A – “Bodily Injury and Property Damage.”**<sup>1</sup>

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<sup>1</sup> Property Damage is defined in Endorsement CG D2 56 11 03 as: *a. “Physical injury to tangible property, including all resulting loss of use of that property.... or b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.”* (Exhibit “9”).



9. A policy limitation on coverage for property damage is that the insurance applies “*only if (1) the bodily injury or property damage is caused by an ‘occurrence’..*” The May 10, 2011 ROR letter did not reserve rights on the basis that there was no “occurrence” as defined in the policy.

10. On April 6, 2012 an Amended Complaint was filed by GRECO. Both the Original Complaint and the Amended Complaint allege equal protection and due process violations for alleged racially discriminatory action taken by King’s, acting in concert with co-defendants, against GRECO and his businesses resulting in harm including, *inter alia*, loss of use of the Mines from three days per week to once every ten days. Amended Complaint, para. 22-23. The Amended Complaint is attached hereto as Exhibit “4.”

11. On April 23, 2012 Travelers issued its second, and last, ROR which was in response to the filing of an Amended Complaint on April 6, 2012. This ROR essentially adopts the reasons for potential disclaimer of coverage it set forth in its May 10, 2011 ROR and once again did not address coverage for “property damage” (as defined in Endorsement CG D2 56 11 03) under **Coverage A – “Bodily Injury and Property Damage.”** Nor did the April 23, 2012 ROR reserve rights on the basis that there was no “occurrence” as defined in the policy.<sup>2</sup> The April 23, 2012 ROR letter is attached hereto as Exhibit “5.”

12. On August 8, 2018 the District Court granted summary judgment in favor of King’s on all federal causes of action, leaving only the state-law claim (Count Five – tortious interference with business relationship). With the federal question counts having been dismissed the District Court dismissed Count Five on the basis of lack of subject matter jurisdiction. Greco appealed to the Third Circuit Court of Appeals.

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<sup>2</sup> “Occurrence” is defined in the policy as “*an accident, including continuous or repeated exposure to substantially the same general harmful conditions.*” (Exhibit “10”).

13. On August 26, 2019 the Third Circuit Court of Appeals vacated the District Court's grant of summary judgment as to the City of Wilkes-Barre and King's.<sup>3</sup> Since the federal question claims were resurrected, the District Court's earlier dismissal of the state law claim in Count Five (tortious interference with business relations) was likewise vacated because supplemental jurisdiction was now appropriate. The August 26, 2019 Opinion of the Third Circuit Court of Appeals is attached hereto as Exhibit "6."

14. On May 13, 2020, approximately nine months after the Third Circuit Court Opinion was issued, and more than nine years after the lawsuit was commenced, Travelers disclaimed both defense and coverage writing, in part: "[W]e have conducted a careful review of the claim and have determined that this claim is not covered by King's College's policy with Travelers." The disclaimer of coverage letter is attached hereto as Exhibit "7."

15. Significantly, unlike its earlier ROR letters (Exhibits "3" and "5"), Travelers' May 13, 2020 disclaimer letter (Exhibit "7") expressed that it was denying coverage and defense for both Coverages Coverage B (Personal injury, Advertising injury and Web Site Liability) **and Coverage A** (Bodily Injury and Property Damage). The prior ROR letters only reserved rights to disclaim coverage under Coverage B.

16. At page 6 of the disclaimer letter Travelers quotes the policy definitions of "Property Damage" and "Occurrence" (each definition contained here at footnotes 1 and 2, *supra*) and advises King's that: "*To the extent that Plaintiffs allege damages due to 'bodily injury,' 'property damage,' or 'personal injury, resulting from discrimination, the above [discrimination] exclusion will apply to preclude coverage under the CGL policy.*" Exhibit "7," last paragraph, p.8 (emphasis added).

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<sup>3</sup> Summary judgment was affirmed on Count Four (vs city defendants alleging §1983 violation related to a KOZ development project) and Count Six (vs. city and King's alleging they manipulated Greco into becoming vulnerable to a federal indictment and conviction).

17. Travelers' assertion that coverage for Property Damage (Coverage "A") is excluded by the Discrimination Exclusion is patently incorrect because "Property Damage" coverage is part of Coverage A and, with respect to Coverage A, the exclusion excludes only "Bodily Injury," not "Property Damage." The policy reads: "*COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY - This insurance does not apply to 'Bodily Injury' resulting from or as a consequence of discrimination, whether intentional or unintentional based on a person's ... race....*" The Discrimination Exclusion is attached hereto as Exhibit "8."

18. Since the Discrimination Exclusion does not expressly exclude "property damage" from coverage under Coverage A, such damage is included in coverage.

19. Travelers May 13, 2020 disclaimer of coverage letter (Exhibit "8") goes on (at page 9, first full paragraph), to assert (for the first time) that "Property Damage" is also excluded because: "*the Amended Complaint does not allege a "bodily injury" or "property damage" caused by an "occurrence."* (Emphasis original).

20. Travelers May 13, 2020 disclaimer of coverage is improper. The policy language expressly provides coverage for "property damage" resulting from an "occurrence." The policy defines "property damage" to include "[l]oss of use of tangible property that is not physically injured" and occurrence is defined as "*an accident, including continuous exposure to substantially the same general harmful conditions.*" Exhibits 9 and 10, respectively. The underlying complaint alleges facts, all of which are expressly denied by King's, that meet the "**loss of use of the tangible property that is not physically injured**" definition of "**property damage**" in that it is alleged that, as a result of the conduct of King's, the Mines bar went from being open for business three days per week to once every ten days (Amended Complaint ¶22-23) and that King's and the other defendants acted to wrongfully deprive [the underlying] plaintiffs the use of

their property. Amended Complaint, ¶111. Further, the Complaint alleges facts, all of which are expressly denied by King's, that meet the **“continuous exposure to substantially the same general harmful conditions”** definition of “occurrence” in that it is alleged that King's and its employees acted in concert with City of Wilkes-Barre defendants and willfully participated in a “joint conspiracy to shut down the Mines by engaging in conduct that included, *inter alia*: An April 5, 2009 email communication to students by King's informing that there were problems with the Mines bar; Commencing on April 16, 2009, a “campaign of harassing” minority individuals coming into the bar; Embellishing and creating reports to give the appearance of criminal incidents taking place at the Mines; The stationing of six police cruisers, fifteen policemen and a K-9 drug dog who were “camped out” for hours on the Mines Property on or about April 23, 2009; City police standing in driveways of the Mines' parking lots, and in other locations nearby, harassing, targeting and arresting persons seeking entrance into the bar; Having one minority Mines bar patron “Beaten up” by police; Police telling a manager of the Mines that “we are closing your boss's place down;” Conducting breathalyzer blood alcohol tests of customers leaving the Mines; Having a police dog approach customers going in or out of the Mines; Having approximately thirty law enforcement officers “camping outside” the Mines on or about April 30, 2009; and setting up a seatbelt check on or about May 15 and 16, 2009 in front of the Mines “for an unprecedented two consecutive nights with intent to target and harass the Mines and its customers.” Amended Complaint, ¶ 35 - 60.

21. At no time during the nine-years of litigation for which Travelers provided coverage and defense did its ROR letters ever reserve rights to disclaim coverage on the basis that the Complaint or Amended Complaint did not allege “Property Damage” as a result of an “occurrence.” Nor during the same time period did Travelers ever reserve

rights to disclaim coverage under Coverage “A” (Property Damage) in any respect, including on the basis of a discrimination exclusion. As such, Travelers failed to timely investigate coverage and failed to clearly communicate its coverage position to King’s and has therefore waived its right to disclaim coverage or is otherwise estopped from doing so.

22. Travelers May 13, 2020 decision to disclaim coverage, following nine years during which it defended the Greco lawsuit with counsel of its choice and with complete control over the defense of the litigation, was made in bad faith as it was not timely, was violative of its duty to promptly investigate coverage issues and to clearly communicate coverage issues to King’s and resulted in prejudice to King’s who had no control over litigation or settlement strategy and who must now retain and pay counsel to assume their defense of a lawsuit that will soon enter its second decade of litigation.

23. Travelers May 13, 2020 decision to disclaim coverage came nine years after the Greco litigation was initiated. Throughout that time period there was no change in material facts that would impact or otherwise prevent an earlier coverage decision. Instead, the decision to deny coverage was made in bad faith fueled by economic concerns as expressed in its May 13, 2020 disclaimer of coverage letter: *“To date, Travelers has paid over \$173,399.14 to defend this claim.”* Exhibit “7.”

24. As a result of Travelers’ improper denial of coverage, King’s has been forced to hire counsel at its own expense both to defend and protect King’s from damages for portions of the Greco lawsuit that are not otherwise covered by separate EPL coverage through National Union/AIG insurance company and also to bring this Declaratory Judgment action, and has incurred and will continue to incur legal fees and expenses both in defense of the underlying Greco lawsuit as well as in this Declaratory judgment action, claim for which is made herein.

25. As a result of Travelers improper denial of coverage, King's has been unlawfully deprived of coverage under the Travelers policy for which it dutifully paid premiums.

26. King's asks that the Court declare that Travelers must pay for the defense and indemnify King's in the Greco lawsuit under the subject policy of insurance, and reimburse King's for past and future costs and attorney fees incurred in both defending the Greco lawsuit as well as this declaratory judgment action.

WHEREFORE, Plaintiff, King's College, et al, demands that this Honorable Court declare that the Defendant's policy of insurance attached hereto provides coverage for the allegations contained in the Greco litigation and to award King's past and future attorney fees, costs and reimbursement for payments of settlements/judgments incurred, or that may be incurred, in the Greco litigation as well as past and future attorney fees and costs incurred in this Declaratory Judgment action, and interest any and any other relief allowed by law.

Respectfully submitted,  
SELINGO GUAGLIARDO, L.L.C.



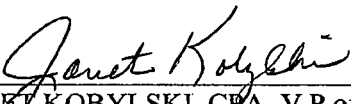
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Counsel for Plaintiffs

KING'S COLLEGE, REV. THOMAS J.	:	IN THE COURT OF
O'HARA, and ROBERT McGONIGLE,	:	COMMON PLEAS OF
	:	LUZERNE COUNTY,
Plaintiffs.	:	
	:	NO. _____ cv _____
vs.	:	
	:	
TRAVELERS INSURANCE COMPANY,	:	ACTION FOR
A/K/A THE TRAVELERS	:	DECLARATORY
INDEMNITY COMPANY, A/K/A	:	JUDGMENT
TRAVELERS PROPERTY CASUALTY	:	
COMPANIES, AKA THE CHARTER	:	
OAK FIRE INSURANCE COMPANY,	:	JURY TRIAL
	:	DEMANDED
Defendant.	:	

#### VERIFICATION

I, JANET KOBYLSKI, an authorized representative of KING'S COLLEGE, Plaintiff in the within action, hereby certify that the facts contained in the foregoing DECLARATORY JUDGMENT COMPLAINT true and correct to the best of my knowledge, information and belief and are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
JANET KOBYLSKI, CPA, V.P of BUSINESS  
AFFAIRS and CFO, KING'S COLLEGE

Carl J. Guagliardo, Esq.  
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Attorney I.D. No. 68876  
Counsel for Plaintiffs

KING'S COLLEGE, REV. THOMAS J.  
O'HARA, and ROBERT McGONIGLE,

Plaintiffs.

vs.

TRAVELERS INSURANCE COMPANY,  
A/K/A THE TRAVELERS  
INDEMNITY COMPANY, A/K/A  
TRAVELERS PROPERTY CASUALTY  
COMPANIES, AKA THE CHARTER  
OAK FIRE INSURANCE COMPANY,

Defendant.

IN THE COURT OF  
COMMON PLEAS OF  
LUZERNE COUNTY,

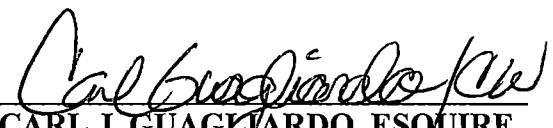
NO. 07119 cv 20201

ACTION FOR  
DECLARATORY  
JUDGMENT

JURY TRIAL  
DEMANDED

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

  
CARL J. GUAGLIARDO, ESQUIRE



# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

LUZERNE

County

For Prothonotary Use Only:

Docket No:

202007119

PROTHONOTARY LUZERNE COUNTY  
FILED AUG 13 '20 PM 1:14

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

<b>Commencement of Action:</b> <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition <input type="checkbox"/> Transfer from Another Jurisdiction <input type="checkbox"/> Declaration of Taking	
<b>Lead Plaintiff's Name:</b> King's College	<b>Lead Defendant's Name:</b> Travelers Insurance Company
<b>Are money damages requested?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Dollar Amount Requested:</b> (check one) <input type="checkbox"/> within arbitration limits <input checked="" type="checkbox"/> outside arbitration limits
<b>Is this a Class Action Suit?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Is this an MDJ Appeal?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Name of Plaintiff/Appellant's Attorney:</b> Carl J. Guagliardo <input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

SECTION B

<b>Nature of the Case:</b> Place an "X" to the left of the <u>ONE</u> case category that most accurately describes your <b>PRIMARY CASE</b> . If you are making more than one type of claim, check the one that you consider most important.		
<b>TORT (do not include Mass Tort)</b> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____	<b>CONTRACT (do not include Judgments)</b> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____  <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other _____  <input type="checkbox"/> Other: _____	<b>CIVIL APPEALS</b> <input type="checkbox"/> Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____  <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____
<b>MASS TORT</b> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____	<b>REAL PROPERTY</b> <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____	<b>MISCELLANEOUS</b> <input type="checkbox"/> Common Law/Statutory Arbitration <input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other: _____
<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____		

Updated 1/1/2011

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Counsel for Plaintiffs

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	:	NO. <u>07119</u> cv <u>20921</u>
vs.	:	
	:	
TRAVELERS INSURANCE COMPANY,	:	ACTION FOR
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INDEMNITY COMPANY, A/K/A	:	JUDGMENT
TRAVELERS PROPERTY CASUALTY	:	
COMPANIES, AKA THE CHARTER	:	
OAK FIRE INSURANCE COMPANY,	:	JURY TRIAL
	:	DEMANDED
Defendant.	:	

# NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED RATE OR NO FEE.

A USTED SE LE HA DEMANDADO EN LA CORTE. SI USTED QUIERE DEFENDERSE CONTRA LA DEMANDA EXPUESTA EN LAS SIGUIENTES PAGINAS, TIENE QUE TOMAR ACCION EN UN PLAZO DE VIENTE (20) DIAS DESPUES QUE RECIBA ESTA DEMANDA Y AVISO, POR PRESENTAR UNA NOTIFICACION DE COMPARECENCIA ESCRITA PERSONALMENTE O POR UN ABOGADO Y RADICAR POR ESCRITO EN LA CORTE SUS DEFENSAS U OBJECIONES A LAS DEMANDAS PRESENTADAS EN SU CONTRA. SE LE ADVIERTE QUE SI FALLA EN HACERLO, EL CASO PODRIA SEGUIR ADELANTE SIN USTED Y UN FALLO PODRIA SER DICTADO EN SU CONTRA POR LA CORTE SIN PREVIO AVISO POR CUALQUIER DINERO RECLAMADO EN LA DEMANDA O POR CUALQUIER OTRO RECLAMO O

DESAGRAVIO PEDIDO POR EL/LA DEMANDANTE. PUEDE QUE USTED PIERDA DINERO O PROPIEDAD U OSTROS DERECHOS IMPORTANTES PARA USTED. USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, DIRIFASE O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACION SOBRE COMO CONTRATAR UN ABOGADO. SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UNABOGADO, ESTA OFICINA PODRIA PROPORCIONARLE INFORMACION ACERCA DE AGENCIAS QUE PUEDAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REUNAN LOS REQUEQUISITOS A UN HONORARIO REDUCIDO O GRATIS.

NORTH PENN LEGAL SERVICES, INC.

33 North Main Street  
Suite 200

Pittston, PA 18640

(570) 299-4100

(877) 953-4250 Toll Free

(570) 824-0001 Fax

101 West Broad Street

Suite 513

Hazleton, PA 18201

(570) 455-9512

(877) 953-4250 Toll Free

(570) 455-3625 Fax

SERVICIOS LEGALES DE NORTH PENN, INC.

33 la Calle Main del Norte

Oficina 200

Pittston, PA 18640

(570) 299-4100

(877) 953-4250 Llamada gratuita

(570) 824-0001 Fax

101 la Calle Broad del Oeste

Oficina 513

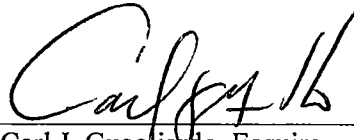
Hazleton, PA 18201

(570) 455-9512

(877) 953-4250 Llamada gratuita

(570) 455-3625 Fax

By: \_\_\_\_\_



Carl J. Guagliardo, Esquire  
Counsel for Plaintiff

# EXHIBIT 1



**Report Claims Immediately By Calling\***

**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

\*Unless Your Policy Requires Written Notice or Reporting

## **COMMERCIAL INSURANCE**

**A Custom Insurance Policy Prepared for:**

**NORTHEAST PENNSYLVANIA  
C/O KING COLLEGE  
133 NORTH RIVER STREET  
WILKES BARRE PA 18702**

**Presented by: WILLIS OF PENNSYLVANIA I**



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
INSTITUTIONAL  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 03/09/09  
POLICY NUMBER: Y-630-1086N48A-COF-09

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:  
NORTHEAST PENNSYLVANIA (AS PER IL T8 00)  
C/O KING COLLEGE  
133 NORTH RIVER STREET  
WILKES BARRE, PA 18702
2. POLICY PERIOD: From 02/01/09 to 02/01/10 12:01 A.M. Standard Time at  
your mailing address.
3. LOCATIONS  
Premises Bldg.  
Loc. No. No. Occupancy Address  
  
SEE IL T0 03
4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
DELUXE PROPERTY COVERAGE PART DECLARATIONS DX T0 00 09 98 COF  
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG T0 01 11 03 COF  
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS CG T0 09 09 93 COF  
COMMERCIAL INLAND MARINE COV PART DECLARATIONS CM T0 19 04 91 COF  
COMMERCIAL INLAND MARINE COV PART DECLARATIONS CM T0 20 04 91 COF
5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:  
Policy Policy No. Insuring Company

SEE CALCULATION OF PREMIUM  
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:  
Provisional Premium \$ 100,271  
Due at Inception \$ 10,028  
Due at Each 1 MONTH \$ 10,027

NAME AND ADDRESS OF AGENT OR BROKER:  
WILLIS OF PENNSYLVANIA I (BDD02)  
P O BOX 9052  
RADNOR, PA 19087

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

POLICY NUMBER: Y-630-1086N48A-COF-09

EFFECTIVE DATE: 02-01-09

ISSUE DATE: 03-09-09

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 07 07	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T3 45 11 03	EXCLUSION-DESIGNATED ENTITIES
IL T8 00	GENERAL PURPOSE ENDORSEMENT

### DELUXE PROPERTY

DX T0 00 09 98	DELUXE PROPERTY COV PART DECLARATIONS
DX 00 04 03 98	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 03 98	DELUXE PROPERTY COVERAGE FORM
DX T2 01 03 98	DELUXE BI COV FORM AND EE COLLEGES & SCH
DX T3 42 03 98	DATA PROCESSING EQUIPMENT & MEDIA COV
DX T3 01 03 98	CAUSES OF LOSS - EARTHQUAKE
DX T3 02 03 98	CAUSES OF LOSS - BROAD FORM FLOOD
DX T3 10 03 98	VACANCY RESTRICTION
DX T3 15 03 98	SPOILAGE
DX T3 19 02 04	CAUSES OF LOSS - EQUIPMENT BREAKDOWN
DX T3 70 03 98	RADIOACTIVE CONTAMINATION
DX T3 85 03 98	UTILITY SERVICE - DIRECT DAMAGE
DX T3 86 03 98	UTILITY SERVICES - TIME ELEMENT
DX T4 00 03 98	COL/SCH PERSONAL EFFECTS/PROP OF OTHERS
DX T4 02 01 08	TERRORISM RISK INS ACT 2002 DISCLOSURE
DX T4 12 12 07	GREEN BUILDING COVERAGE ENHANCEMENTS
DX T3 97 08 06	FUNGUS, WET ROT, DRY ROT & OTHER COL
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION

### COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG 21 70 01 08	CAP ON LOSSES-CERTIFIED ACTS-TERRORISM
CG 22 67 10 93	CORPORAL PUNISHMENT
CG 24 12 11 85	BOATS
GN 00 05 11 03	PASTORS PROFESSIONAL LIABILITY
GN 00 22 11 03	GARAGEKEEPERS INSURANCE
CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D0 54 06 92	COLLEGES AND SCHOOLS - STUDENT NURSES

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## COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D1 88 11 03	COLLEGES AND SCHOOLS XTEND ENDORSEMENT
CG D2 02 02 98	COLLEGES AND SCHOOLS-INTERNS
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D2 07 11 03	LIMITATION OF COVERAGE TERRITORY
CG D2 27 11 03	PSYCHOLOGICAL COUNSELING PROF LIABILITY
CG D2 34 01 05	WEB XTEND - LIABILITY
CG D3 83 03 07	LMT ABUSE OR MOLESTATION LIAB COVERAGE
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 56 11 03	AMENDMENT OF COVERAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D2 94 11 03	EXCLUSION-CAMPS OR CAMPGROUNDS
CG D3 26 01 04	EXCLUSION-UNSOLICITED COMMUNICATIONS
CG D3 56 01 05	MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW
CG 22 40 01 96	EXCL-MED PAY TO CHILDREN(DAY CARE CNTRS)
CG D0 76 06 93	EXCLUSION-LEAD
CG D1 42 01 99	EXCLUSION-DISCRIMINATION
CG D2 42 01 02	EXCLUSION WAR
CG T3 52 07 86	EXCLUSION-ATHLETIC PARTICIPANTS
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG T4 90 03 07	EXCLUSION-ABUSE/MOLESTATION
CG F1 08 11 03	PA CHGS-SWIMMING POOL CHEMICAL COVERAGE

## EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 11 88	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 07 86	EMPLOYEE BENEFITS LIABILITY COV FORM
CG T5 30 06 89	AMENDMENT-EBL
CG D0 38 03 95	EXCLUSION-IRC VIOLATIONS
CG T4 85 11 88	ADDITIONAL EXCLUSION-EBL

## INLAND MARINE

CM T0 19 04 91	COLLEGE & SCHOOLS PROP FLOATER COV DEC
CM T0 20 04 91	COLLEGE & SCHOOLS FINE ARTS COV FORM DEC
CM T0 11 08 05	TABLE OF CONTENTS
CM 00 01 09 04	COMMERCIAL INLAND MARINE CONDITIONS
CM T1 20 04 91	COLLEGE & SCHOOLS FINE ARTS COV FORM
CM T1 22 12 91	COLLEGE & SCHOOLS PROP FLOATER COV
CM T3 98 01 08	TERRORISM RISK INS ACT 2002 DISCLOSURE

## INTERLINE ENDORSEMENTS

IL T3 68 01 08	FEDERAL TERRORISM RISK INSURANCE ACT
IL T3 76 01 08	CAP ON LOSSES - CERTIFIED ACTS TERRORISM
IL T3 82 08 06	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL T3 79 01 08	CAPS ON LOSSES FROM CERT ACTS OF TERROR





POLICY NUMBER: Y-630-1086N48A-COF-09

EFFECTIVE DATE: 02-01-09

ISSUE DATE: 03-09-09

INTERLINE ENDORSEMENTS (CONTINUED)

IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 66 09 07	PENNSYLVANIA CHANGES-ACTUAL CASH VALUE
IL F0 31 09 07	PA CHANGES - ACTUAL CASH VALUE
IL T3 55 08 98	EXCL OF CERTAIN COMPUTER REL LOSSES
IL T9 15 09 07	PA CHANGES-CANCELLATION AND NONRENEWAL
IL T9 76 09 07	PENNSYLVANIA CHANGES
IL T9 77 07 94	PENNSYLVANIA NOTICE

# COMMON POLICY CONDITIONS – DELUXE

All Coverage Parts included in this policy are subject to the following conditions.

## A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of the cancellation. Coverage will continue in full force until such property is delivered and accepted.

5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. INSPECTIONS AND SURVEYS

1. We have the right but not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake related only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. PREMIUMS

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans,

premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**G. WHEN WE DO NOT RENEW**

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

**H. DELUXE PROPERTY COVERAGE PART—REFERENCE TO FORMS AND ENDORSEMENTS**

In some instances, the Deluxe Property Declarations – Declarations may list endorsements in-

cluded in the Deluxe Property Coverage Part that reference:

1. The Commercial Property Coverage Part;
2. The Commercial Inland Marine Coverage Part;
3. Commercial Property forms including, but not limited to, the following:
  - a. Building and Personal Property Coverage Form;
  - b. Business Income Coverage Form;
  - c. Commercial Property Conditions;
  - d. Causes of Loss – Special Form
  - e. Causes of Loss – Earthquake Form.
4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage – Special Form

Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

**I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS**

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, and is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

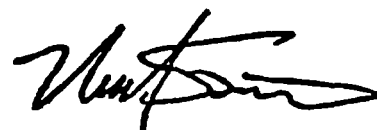
Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

  
Secretary

  
President

**LOCATION SCHEDULE****POLICY NUMBER: Y-630-1086N48A-COF-09**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
02-01-09 to 02-01-10.

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
1	1	133 NORTH RIVER STREET WILKES BARRE, PA 18702	KINGS COLLEGE
1	2	133 NORTH FRANKLIN STREET WILKES BARRE, PA 18701	DORM
1	3	147 FRANKLIN STREET WILKES BARRE, PA 18701	CLASSROOM
1	4	N. MAIN & WET JACKSON WILKES BARRE, PA 18701	PHYS ED BUILDING
1	5	191 N. FRANKLIN STREET WILKES BARRE, PA 18701	OFICES
1	6	191 N. FRANKLIN STREET WILKES BARRE, PA 18701	THREE CAR GARAGE
1	7	SW JACKSON STREET WILKES BARRE, PA 18701	LIBRARY
1	8	N. MAIN STREET WILKES BARRE, PA 18701	ESSEFF HALL DORM
1	9	N. MAIN STREET WILKES BARRE, PA 18701	STUDENT UNION
1	10	185 N. FRANKLIN STREET WILKES BARRE, PA 18701	THREE FAMILY DWELLING
1	11	187 N. FRANKLIN STREET WILKES BARRE, PA 18701	ONE FAMILY SWELLING
1	12	134 N. FRANKLIN STREET WILKES BARRE, PA 18701	ADMINISTRATIVE OFFICES
1	13	56 N. NORTH STREET WILKES BARRE, PA 18701	ONE FAMILY DWELLING

**LOCATION SCHEDULE****POLICY NUMBER: Y-630-1086N48A-COF-09**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
02-01-09 to 02-01-10.

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
1	14	57 W. JACKSON STREET WILKES BARRE, PA 18701	LUKSIC HALL
1	15	170 NORTH FRANKLIN STREET WILKES BARRE, PA 18701	ONE FRAMILY DWELLING
1	16	170 NORTH FRANKLIN STREET WILKES BARRE, PA 18701	GARAGE
1	17	93 W. UNION STREET WILKES BARRE, PA 18701	LAND
1	18	29 -31 SPENCER STREET WILKES BARRE, PA 18701	LAND
1	19	35 SPENCER STREET WILKES BARRE, PA 18701	LAND
1	20	38 W. NORTH STREET WILKES BARRE, PA 18701	APARTMENTS FLOOD HALL
1	21	174 N. FRANKLIN STREET WILKES BARRE, PA 18701	DWELLINGS
1	22	NW CORNER & N FRANKLIN WILKES BARRE, PA 18701	CHAPEL
1	23	110 N. FRANKKIN STREET WILKES BARRE, PA 18701	ONE FAMILY SWELLING
1	24	85 W. UNION STREET WILKES BARRE, PA 18701	LAND
1	25	79-81 W. UNION STREET WILKES BARRE, PA 18701	LAND
1	26	108 N. FRANKLIN STREET WILKES BARRE, PA 18701	DWELLING

**LOCATION SCHEDULE****POLICY NUMBER: Y-630-1086N48A-COF-09**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
02-01-09 to 02-01-10 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
1	27	11 W. NORTH STREET WILKES BARRE, PA 18701	OFFICE
1	28	196 N. FRANKLIN WILKES BARRE, PA 18701	SWELLING
1	29	73 W. UNION STREET WILKES BARRE, PA 18701	LAND
1	30	CORNER OF N. RIVER & W. UNION WILKES BARRE, PA 18701	OFFICE/CLASSROOM
1	31	101-105 N. MAIN WILKES BARRE, PA 18701	STORAGE
1	32	164-166 N. FRANKLIN WILKES BARRE, PA 18701	OFFICES
1	33	HIGHLAND BLVD WILKES BARRE, PA 18701	ATHLECTIC FIELD HOUSE
1	34	112 N. FRANKLIN WILKES BARRE, PA 18701	OFFICE
1	35	REAR 178 N. FRANKLIN STREET WILKES BARRE, PA 18701	DWELLING
1	36	178 N. FRANKLIN STREET WILKES BARRE, PA 18701	GARAGE
1	37	71 WEST JACKSON STREET WILKES BARRE, PA 18701	LAND
1	38	118 N. FRANKLIN WILKES BARRE, PA 18701	LAND
1	39	11 W. UNION WILKES BARRE, PA 18701	OFFICES

**LOCATION SCHEDULE****POLICY NUMBER: Y-630-1086N48A-COF-09**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
02-01-09 to 02-01-10.

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
1	40	112 N. FRANKLIN STREET WILKES BARRE, PA 18701	THREE FAMILY DWELLING
1	41	171 N. FRANKLIN STREET WILKES BARRE, PA 18701	ONE FAMILY DWELLING
1	42	181 N. FRANKLIN STREET WILKES BARRE, PA 18701	GARAGE
1	43	84-86-88 N. MAIN STREET WILKES BARRE, PA 18701	ONE FAMILY DWELLING
1	44	246 WASHINGTON STREET WILKES BARRE, PA 18701	LAND
1	45	90-92 N. MAIN STREET WILKES BARRE, PA 18701	LAND
1	46	192 N. FRANKLIN STREET WILKES BARRE, PA 18701	ONE FAMILY DWELLING
1	47	25 WEST UNION STREET WILKES BARRE, PA 18701	ONE FAMILY DWELLING
1	48	115-129 N. MAIN STREET WILKES BARRE, PA 18701	ALUMNI HALL
1	49	210 DIVISION STREET WILKES BARRE, PA 18701	STORAGE
1	50	175 N. FRANKLIN STREET WILKES-BARRE, PA 18702	ONE FAMILY DWELLING
1	51	113 N. FRANKLIN STREET WILKES BARRE, PA 18701	OFFICE
1	52	198 NORTH MAIN STREET WILKES BARRE, PA 18701	OFFICE

**LOCATION SCHEDULE****POLICY NUMBER: Y-630-1086N48A-COF-09**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
02-01-09 to 02-01-10 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
1	53	200 NORTH MAIN STREET WILKES BARRE, PA 18701	OFFICE
1	54	19-37 E. BENNETT STREET WILKES BARRE, PA 18701	OFFICE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM - COMPOSITE RATES**

### **A. SCHEDULE**

1. This endorsement modifies insurance provided under the following Coverage Part(s):

**COMMERCIAL GENERAL LIABILITY**

2. This endorsement applies to the Declarations from 02-01-09 to 02-01-10 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

3. Definition of Premium Base (Bases):

**SEE SCHEDULE**

4. Exceptions (if any) to compositing of premium calculation:

5. Premium Schedule

**COVERAGE**

**SEE SCHEDULE**

**PREMIUM  
BASE**

**ESTIMATED  
EXPOSURE**

**RATE**

**ADVANCE  
PREMIUM**

**SEE SCHEDULE**

**\$**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### **B. PROVISIONS**

1. Referring to the Schedule above, the premium for the Coverage Parts shown in item 1, except with respect to any exceptions shown in item 4, shall be computed in accordance with the premium base (bases) and rate (rates) designated in item 5.
2. The premium for the excepted hazards shall be computed in accordance with the rates and rules filed by us or on our behalf.
3. The advance premium stated above is an estimated premium for the Declarations Period. Upon termination of this period, the earned

premium shall be computed in accordance with the policy and this endorsement. If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us; if less, we shall return to you the unearned paid portion. Rates and premiums for any subsequent Declarations Periods shall be determined at the inception date of those respective periods and shall be specified in endorsements to be added to the policy. After termination of each period, the earned premium shall be computed in accordance with the policy and this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART

### **SCHEDULE**

#### **DESIGNATED ENTITIES:**

MARYWOOD UNIVERSITY  
MISERICORDIA UNIVERSITY  
WILKES UNIVERSITY

1. None of the entities designated in the Schedule, nor any subsidiaries thereof, are Named Insured under this insurance; and
2. This insurance does not apply to liability incurred by you or any of your subsidiaries arising out of the products, operations, acts or omissions of any entities listed in the Schedule, or of any subsidiary of those entities.

POLICY NUMBER: Y-630-1086N48A-COF-09

GENERAL PURPOSE ENDORSEMENT

ITEM 1 NAMED INSURED TO READ:

NORTHEAST PENNSYLVANIA EDUCATION RISK MANAGEMENT GROUP, INC.

**DELUXE PROPERTY**



**DELUXE PROPERTY**



One Tower Square, Hartford, Connecticut 06183

DELUXE PROPERTY COVERAGE  
PART DECLARATIONS

POLICY NUMBER: Y-630-1086N48A-COF-09  
ISSUE DATE: 03-09-09

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

EFFECTIVE DATE: Same as policy unless otherwise specified:

COVERAGES AND LIMITS OF INSURANCE - DESCRIBED PREMISES

Insurance applies on a BLANKET basis only to a coverage for which a Limit of Insurance is shown, as per Statement of Values dated 12/30/08, and at locations subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits.

DELUXE PROPERTY COVERAGE FORM

Blanket Description of Coverage or Property	Limits of Insurance
Building(s) and Your Business Personal Property	\$ 114,641,129

COINSURANCE PROVISION:

Coinurance does not apply to the Blanket coverages shown above.

VALUATION PROVISION:

Replacement cost (subject to limitations) applies to any types of covered property shown above.

OPTIONAL COVERAGES

	Limits of Insurance
Personal Property at Undescribed Premises:	
At any one Exhibition	\$ 500,000
At any one Installation	\$ 500,000
At any other Not Owned, Leased or Regularly Operated Premises	\$ 500,000

DX TO 00 09 98

PRODUCER: WILLIS OF PENNSYLVANIA I

BDD02 OFFICE:BLUE BELL

06Z



One Tower Square, Hartford, Connecticut 06183

DELUXE PROPERTY COVERAGE  
PART DECLARATIONS

POLICY NUMBER: Y-630-1086N48A-COF-09  
ISSUE DATE: 03-09-09

OPTIONAL COVERAGES (continued)

	Limits of Insurance
Personal Property in Transit in any one conveyance by:	
Common or Contract Carrier	\$ 1,000,000
Railroad	\$ 1,000,000
Air Carrier	\$ 1,000,000
Insured's Vehicles	\$ 1,000,000
Watercraft	Not Covered
In any one occurrence	\$ 1,000,000

DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

The following Limits of Insurance are included in the coverage form and apply in any one occurrence unless otherwise stated. Revised limits, if any, will be stated in the column on the right.

	Limits of Insurance	Revised Limits of Insurance
Accounts Receivable:		
On premises	\$ 25,000	\$ 1,000,000
In transit or at undescribed premises	\$ 10,000	\$ 250,000
Appurtenant Buildings and Structures	\$ 100,000	
Claim Data Expense	\$ 25,000	\$ 100,000
Debris Removal (additional limit)	\$ 250,000	\$ 500,000
Expediting Expense	\$ 25,000	\$ 500,000
Extra Expense	\$ 10,000	
Fine Arts	\$ 50,000	
Fire Department Service Charge	Policy Limit	
Fire Equipment Discharge	Policy Limit	
Newly Constructed or Acquired Property:		
Building - each	\$ 2,000,000	
Personal Property at each premises	\$ 1,000,000	
Ordinance or Law	\$ 250,000	\$ 5,000,000
Outdoor Property	\$ 25,000	
Overseas Business Travel - Personal Property	\$ 25,000	
Personal Effects	\$ 25,000	\$ 100,000
Personal Property		
at Undescribed Premises - Limited*	\$ 10,000	
Personal Property in Transit - Limited*	\$ 10,000	
Pollutant Clean-Up and Removal - Aggregate	\$ 100,000	\$ 500,000
Preservation of Property	Policy Limit	
Reward Coverage	\$ 25,000	

DX TO 00 09 98

PRODUCER: WILLIS OF PENNSYLVANIA I

BDD02 OFFICE:BLUE BELL

06Z



One Tower Square, Hartford, Connecticut 06183

DELUXE PROPERTY COVERAGE  
PART DECLARATIONS

POLICY NUMBER: Y-630-1086N48A-COF-09  
ISSUE DATE: 03-09-09

DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGES & COVERAGE EXTENSIONS  
(continued)

	Limits of Insurance	Revised Limits of Insurance
Theft Damage to Rented Property	Policy Limit	
Valuable Papers:		
On premises	\$ 25,000	\$ 1,000,000
In transit or at undescribed premises	\$ 10,000	\$ 250,000
Water Damage, Other Liquids,		
Powder or Molten Material Damage	Policy Limit	

\* DOES NOT APPLY IF A LIMIT IS SHOWN PREVIOUSLY

DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) - DESCRIBED PREMISES

Premises Location No.	Building No.	Limits of Insurance
ALL	ALL	\$ 1,500,000

Coinurance percentage applicable: 100  
Rental Value: Included  
Ordinary Payroll: Included  
Extended Business Income - 360 days

DELUXE BUSINESS INCOME - ADDITIONAL COVERAGES AND COVERAGE EXTENSION

The following Limits of Insurance are included in the coverage form and apply in any one occurrence unless otherwise stated. Revised limits, if any, will be stated in the column on the right.

	Limits of Insurance	Revised Limits of Insurance
Business Income from Dependent Property	\$ 100,000	
Claim Data Expense	\$ 25,000	
Newly Acquired Locations	\$ 500,000	
Ordinance or Law - Increased Period of Restoration	\$ 250,000	

DX TO 00 09 98

PRODUCER: WILLIS OF PENNSYLVANIA I

BDD02 OFFICE:BLUE BELL

06Z





One Tower Square, Hartford, Connecticut 06183

DELUXE PROPERTY COVERAGE  
PART DECLARATIONS

POLICY NUMBER: Y-630-1086N48A-COF-09  
ISSUE DATE: 03-09-09

CAUSES OF LOSS - EARTHQUAKE

	Occurrence Limit	Annual Aggregate Limit
1. Applies at the following Building(s) numbered:		
001	\$ 10,000,000	\$ 10,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay during each annual period is the largest of the Annual Aggregate Limits shown.

CAUSES OF LOSS - BROAD FORM FLOOD

	Occurrence Limit	Annual Aggregate Limit
1. Applies at the following Building(s) numbered:		
001	\$ 10,000,000	\$ 10,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay during each annual period is the largest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION

1. The Excess of Loss Limitation applies to Covered Property at all premises locations and buildings included in and subsequently endorsed to this policy, which are situated in any type of Zones prefixed A or V as designated by the National Flood Insurance Act of 1968 (or any subsequent amendment) unless otherwise indicated below.

UTILITY SERVICES

	Limits of Insurance
Direct Damage - in any one occurrence	\$ 1,000,000
Time Element - in any one occurrence	\$ 1,000,000

Coverage is provided for the following:

Water Supply  
Communication Supply  
Power Supply

Overhead Transmission Lines are excluded.

DX TO 00 09 98

PRODUCER: WILLIS OF PENNSYLVANIA I

BDD02 OFFICE:BLUE BELL

06Z



One Tower Square, Hartford, Connecticut 06183

DELUXE PROPERTY COVERAGE  
PART DECLARATIONS

POLICY NUMBER: Y-630-1086N48A-COF-09  
ISSUE DATE: 03-09-09

DATA PROCESSING EQUIPMENT AND MEDIA COVERAGE

Covered Property:	Limits of Insurance	
Equipment	\$	1,339,206
Data and Media	\$	267,841
Similar Property of Others		Not Covered
Property in Transit or at Undescribed Premises	\$	250,000
Extra Expense	\$	50,000

Data Processing Equipment and Media Coverage Extensions

The following Limits of Insurance are included in the Data Processing Equipment and Media Coverage Form and apply in any one occurrence unless otherwise stated. Revised limits, if any, will be stated in the column on the right.

	Limits of Insurance	Revised Limits of Insurance
Newly Acquired Equipment	\$ 500,000	
Newly Acquired Data and Media	\$ 50,000	
Duplicate Data and Media	\$ 50,000	
Computer Virus Extraction Expense	\$ 10,000	

DEDUCTIBLES - THE FOLLOWING DEDUCTIBLE AMOUNTS SHALL APPLY TO LOSS:

BY EARTHQUAKE:

1. In any one occurrence at the following Building(s) numbered:

001	\$	50,000
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As respects Business Income Coverage a 48 hour deductible applies at all premises locations where a percent deductible applies.

BY FLOOD:

1. In any one occurrence at the following Building(s) numbered:

001	\$	50,000
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As respects Business Income Coverage a 48 hour deductible applies at all premises locations.

DX TO 00 09 98

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DELUXE PROPERTY COVERAGE  
PART DECLARATIONS

POLICY NUMBER: Y-630-1086N48A-COF-09  
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DEDUCTIBLES: (continued)

TO PROPERTY IN TRANSIT:

In any one conveyance:	\$	2,500
In any one occurrence:	\$	2,500

TO PERSONAL PROPERTY AT UNDESCRIBED PREMISES:

In any one occurrence:	\$	2,500
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TO UTILITY SERVICES:

Time Element in any one occurrence:		48 Hours
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TO DATA PROCESSING EQUIPMENT AND MEDIA:

Covered Property in any one occurrence:	\$	10,000
Equipment Failure Coverage in any one occurrence:	\$	10,000

TO ACCOUNTS RECEIVABLE in any one occurrence:	\$	2,500
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TO FINE ARTS in any one occurrence:	\$	2,500
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TO VALUABLE PAPERS in any one occurrence:	\$	2,500
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BUSINESS INCOME:

As respects Business Income Coverage, for which no other deductible is stated above, a 48 hour deductible applies.

BY ANY OTHER COVERED LOSS in any one occurrence:	\$	10,000
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DX TO 00 09 98

PRODUCER: WILLIS OF PENNSYLVANIA I

BDD02 OFFICE:BLUE BELL

06Z

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The following indicates the contents of the principal Forms which may be attached to your policy. It contains no reference to the Declarations or Endorsements which also may be attached.

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# DELUXE PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. REFER TO SECTION I.- DEFINITIONS.

## A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

### 1. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

Excluded in Section B., Exclusions;

Limited in Section C., Limitations; or

Excluded or limited in the Declarations or by endorsements.

### 2. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property described in this section A.2., and limited in A.3., Property and Costs Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

**a. Building(s)**, means the designated buildings or structures at the premises described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Machinery and equipment permanently attached to the building;
- (4) Personal property owned by you that is used to maintain or service the buildings or structures or its grounds, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings;
  - (d) Lobby and hallway furnishings owned by you;
  - (e) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(f) Lawn maintenance and snow removal equipment; and

(g) Alarm systems.

(5) If not covered by other insurance:

(a) Alterations and repairs to the buildings or structures; and

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making alterations or repairs to the buildings or structures.

**b. Your Business Personal Property** located in or on the designated buildings at the premises described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following unless otherwise specified on the Declarations:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the buildings or structures you occupy or lease but do not own; and
  - (b) you acquired or made at your expense, but are not permitted to remove; and

- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise insured under Personal Property of Others.

**c. Personal Property of Others** that is:

- (1) In your care, custody, or control; and
- (2) Located in or on the designated buildings at the premises described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

However, our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property.

**d. Personal Property At Undescribed Premises** meaning Your Business Personal Property or Personal Property of Others that:

- (1) is at an "exhibition" including while in transit to and from the "exhibition" site;
- (2) is at any installation or temporary storage premises and your insurable interest continues until the installation is accepted; or
- (3) is at any other premises not described in the Declarations, which you do not own, lease or regularly operate.

This coverage does not include personal property in the care, custody or control of your sales representatives.

Coverage under d.(1) "exhibitions" applies worldwide except within any country on which the United States government has imposed sanctions, embargoes or any other similar prohibition.

**e. Personal Property in Transit** meaning:

- (1) Your Business Personal Property; and
- (2) Personal Property of Others

while in transit and shipped by the type of conveyance stated in the Declarations.

We will also pay for:

- (1) Any general average or salvage charges you incur as respects losses to waterborne shipments; and
- (2) Your interest in shipments sold Free On Board if you cannot collect the loss or damage from the consignee.

This coverage does not include:

- (1) Personal property in the care, custody or control of your sales representatives;
- (2) Shipments by a government postal service;
- (3) Export shipments after the earlier of the following:
  - (a) After placed on the export conveyance; or
  - (b) When coverage under an Ocean Marine or other insurance policy covering the property begins;
- (4) Import shipments before the earlier of the following:
  - (a) It is unloaded from the importing vessel or conveyance; or
  - (b) When coverage under an Ocean Marine or other insurance policy covering the property ends;
- (5) Property of others for which you are responsible while acting as a common or contract carrier, freight forwarder, freight consolidator, or freight broker.

**f. Sales Representative Property** meaning Your Business Personal Property and Personal Property of Others in the custody of any one of your sales representatives.

**3. Property and Costs Not Covered**

Unless the following property is added by endorsement to this Coverage Form, Covered Property does not include:

- a. Accounts and bills, except as provided in the Accounts Receivable Coverage Extension;
- b. Currency, deeds, food stamps or other evidences of debt, money, notes, checks, drafts, or securities (lottery tickets held for sale are not securities);

- c. Contraband or property in the course of illegal transportation or trade;
- d. Water or land whether in its natural state or otherwise (including land on which the property is located), growing crops, or standing timber;
- e. The cost of excavations, grading, backfilling or filling (except those costs made necessary due to repair of buildings insured under this policy from a Covered Cause of Loss), reclaiming or restoring land or water;
- f. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Accounts Receivable and Valuable Papers Coverage Extensions;
- g. "Fine arts", except as provided in the Personal Effects and Fine Arts Coverage Extensions;
- h. Personal Property sold by you under an installment plan, conditional sale, trust agreement or other deferred payment plan after delivery to the purchasers;
- i. Property that is covered under another coverage form or endorsement of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- j. Vehicles or self-propelled machines that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises;
- k. Aircraft or watercraft (other than watercraft owned by you while out of water at the described premises);
- l. Animals or birds;
- m. Automobiles held for sale;
- n. Bulkheads, pilings, piers, wharves, docks, dikes or dams;
- o. Underground tanks, pipes, flues, drains, tunnels whether or not connected to buildings, mines or mining property; and

- p. The following property while outside of buildings:

- (1) Bridges, roadways, walks, patios, or other paved surfaces;
- (2) Retaining walls that are not part of the building described in the Declarations;
- (3) Fences, trees, shrubs, plants or lawns (including fairways, greens and tees); or
- (4) Harvested grain, hay, or straw or other crops.

except as provided in the Outdoor Property Coverage Extension.

**4. Additional Coverages - Unless otherwise indicated in the Declarations, the following Additional Coverages apply:**

**a. Debris Removal**

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

This Additional Coverage does not apply to:

- (a) Costs to extract "pollutants" from land or water; or
- (b) Costs to remove, restore or replace polluted land or water.
- (2) Payment for Debris Removal is included within the applicable Limit of Insurance shown in the Declarations. The most we will pay under this Additional Coverage is 25% of:
  - (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
  - (b) The deductible in this policy applicable to that loss or damage.

Unless otherwise stated in the Declarations when the debris removal expense exceeds the above 25% limitation or the sum of loss of or damage to Covered Property and the expense for removal of its debris exceed the applicable Limit of Insurance

we will pay an additional amount for debris removal expense up to \$250,000 in any one occurrence.

**b. Pollutant Cleanup and Removal**

We will pay your expense to extract "pollutants" from land or water at the premises described in the Declarations, if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from "specified causes of loss" which occurs:

1. On the described premises;
2. To Covered Property; and
3. During the policy period.

The expenses will be paid only if they are reported to us within 180 days of the date on which the covered loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$100,000 for the sum of all covered expenses arising out of covered losses occurring during each separate 12 month period of this policy.

**c. Preservation of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for:

- (1) Any direct physical loss or damage to this property:
  - (a) While it is being moved or while temporarily stored at another location; and
  - (b) Only if the loss or damage occurs within 180 days after the property is first moved; and
- (2) The cost to remove the property from the described premises.

Coverage will end when any of the following first occurs:

- (1) When the policy is amended to provide insurance at the new location;

(2) The property is returned to the original location; or

(3) This policy expires.

**d. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for any fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this Additional Coverage.

**e. Reward Coverage**

We will reimburse you for reward(s) you have incurred leading to:

- (1) The successful return of undamaged stolen articles to a law enforcement agency; or
- (2) The arrest and conviction of any person(s) who have damaged or stolen any of your Covered Property.

We will pay 25% of the covered loss (prior to the application of any applicable deductible and recovery of undamaged stolen articles) up to a maximum of \$25,000 for the payments of rewards you make. These reward payments must be documented. No deductible applies to this Additional Coverage.

**f. Ordinance or Law Coverage**

(1) If a Covered Cause of Loss occurs to a Covered Building we will pay:

(a) For loss or damage caused by the enforcement of any ordinance or law that:

- i. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- ii. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- iii. Is in force at the time of loss.



- (b) When the Covered Building is insured for replacement cost, the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
  - (c) The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.
- (2) We will not pay under this coverage for loss due to any ordinance or law that:
- (a) You were required to comply with before the loss, even if the building was undamaged; and
  - (b) You failed to comply with.
- (3) We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (4) We will not pay for increased construction costs under this coverage:
- (a) Until the property is actually repaired or replaced, at the same location or elsewhere; and
  - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.
- (5) The most we will pay for increased construction cost under this coverage is the increased cost of construction of a building of the same size:
- (a) At the same premises; and
  - (b) Limited to the minimum requirements of such law or ordinance

regulating the repair or reconstruction of the damaged property on the same site.

- (c) If the ordinance or law requires relocation to another premises, the cost at the new premises.

The most we will pay for loss under this Additional Coverage is \$250,000 in any one occurrence.

#### **g. Fire Protective Equipment Discharge**

If fire protective equipment discharges accidentally or to control a Covered Cause of Loss we will pay your cost to:

- (1) refill or recharge the system with the extinguishing agents that were discharged; and
- (2) replace or repair faulty valves or controls which caused the discharge.

#### **h. Expediting Expenses**

In the event of covered loss or damage, we will pay for the reasonable and necessary additional expenses you incur to make temporary repairs, expedite permanent repairs, or expedite permanent replacement at the premises sustaining loss or damage. Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of property or temporary replacement of damaged property.

The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

#### **i. Overseas Business Travel**

We will pay for direct physical loss or damage to business personal property while in the custody of any officer or employee of the insured while temporarily traveling outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

The most we will pay for loss under this Additional Coverage is \$25,000 in any one occurrence.

**5. Coverage Extensions - Unless otherwise indicated in the Declarations, the following Coverage Extensions apply:**

You may extend the insurance provided by this Coverage Form as follows:

**a. Newly Constructed or Acquired Property**

(1) Insurance applies to:

- (a) Your new buildings or additions while being built on the described premises or newly acquired premises including materials, equipment, supplies and temporary structures, on or within 1,000 feet of the premises;
- (b) Buildings you acquire at locations other than the described premises; and
- (c) Buildings you are required to insure under a written contract.

The most we will pay for loss or damage under this Extension is \$2,000,000 at each building.

(2) You may extend the insurance for which a Limit of Insurance is stated in the Declarations that applies to Your Business Personal Property or to Personal Property of Others to apply to that type of property at a building you newly acquire:

- (a) at a location described in the Declarations; and
- (b) at any other location you acquire by purchase or lease.

The most we will pay for loss or damage to Your Business Personal Property and Personal Property of Others under this Extension is \$1,000,000 in total at each newly acquired premises.

(3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire or begin to construct the property;
- (c) You report values to us; or

(d) The property is more specifically insured.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

**b. Appurtenant Buildings and Structures**

When this policy covers Building(s) you may extend the insurance that applies to your buildings at the described premises to apply to incidental appurtenant buildings and structures, including but not limited to, pump houses, signs, aboveground tanks, microwave or satellite dishes, which have not been specifically described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 in any one occurrence.

**c. Personal Effects**

You may extend the insurance that applies to Your Business Personal Property to apply to personal effects or "fine arts" owned by your officers, your partners or your employees.

Such property must be located on a premises described in the Declarations.

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal effects and "fine arts" will only be for the account of the owner of the property.

**d. Valuable Papers and Records (Other Than Accounts Receivable)**

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records (other than accounts receivable), including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay in any one occurrence under this Extension is \$25,000 at all described premises and \$10,000 while in transit or at all undescribed premises.

**e. Claim Data Expense**

You may extend the insurance provided by this Coverage Form to apply to the reasonable expenses you incur in preparing claim data when we require it. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of loss. The most we will pay for preparation of claim data under this Extension is \$25,000 in any one occurrence. We will not pay for any expenses incurred, directed, or billed by or payable to insurance adjusters or their associates or subsidiaries or any costs as provided in the Loss Condition-Appraisal.

**f. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor property on the described premises, as follows:

Fences, retaining walls not part of a building, lawns (including fairways, greens and tees), trees, shrubs and plants, bridges, walks, roadways, patios or other paved surfaces for loss or damage by the following Causes of Loss:

- (a) Fire;
- (b) Lightning;
- (c) Explosion;
- (d) Riot or Civil Commotions; or
- (e) Aircraft.

The most we will pay under this Extension is \$25,000 in any one occurrence, regardless of the types or numbers of items lost or damaged in that occurrence.

**g. Theft Damage to Rented Property**

You may extend coverage for loss or damage by theft or attempted theft which applies to Your Business Personal Property to that part of a building you occupy and which contains:

- (1) Your covered personal property; or
- (2) Equipment within the building used for maintenance or service of the building.

We will not pay for loss or damage:

- (1) Caused by or resulting from fire or explosion; or
- (2) To glass or glass lettering.

This Extension applies only to a building where you are a tenant and are liable for such damage.

**h. Water Damage, Other Liquids, Powder or Molten Material Damage**

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

**i. Accounts Receivable**

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to your accounts receivable records including those on electronic data processing media. Credit card company charge media will be considered accounts receivable until delivered to the credit card company.

(1) We will pay:

- (a) Amounts due from your customers that you are unable to collect because of loss or damage to your accounts receivable records;
- (b) Interest charges on any loan required to offset amounts you are unable to collect because of loss or damage to your accounts receivable records, pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses

that are made necessary by the loss; and

- (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;
- (2) We will not pay for loss or damage under this Coverage Extension caused by or resulting from any of the following:
  - (a) Bookkeeping, accounting or billing errors or omissions; or
  - (b) Electrical or magnetic injury, disturbance or erasure of electronic recording except as a result of direct loss caused by lightning.
- (3) We will not pay for loss or damage that requires an audit of records or any inventory computation to prove its factual existence.
- (4) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
  - (a) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs;
  - (b) Adjust the total for any normal fluctuations in the amounts of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month; and
  - (c) The following will be deducted from the total amount of accounts receivable, however that amount is established:
    - (i) The amount of the accounts for which there is no loss;
    - (ii) The amount of the accounts that you are able to re-establish or collect;
    - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and

- (iv) All unearned interest and service charges.

The most we will pay in any one occurrence under this Extension is \$25,000 at all described premises and \$10,000 while in transit or at all undescribed premises.

**j. Fine Arts**

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to "fine arts" at a premises described in the Declarations. The most we will pay under this Extension is \$50,000 in any one occurrence.

**k. Personal Property At Undescribed Premises - Limited**

This Extension only applies when a Limit of Insurance is not stated in the Declarations for the Personal Property At Undescribed Premises Coverage.

You may extend the insurance provided by this Coverage Form to apply to Your Business Personal Property that is at a location you do not own, lease or regularly operate. This Extension does not apply to:

- (1) Property in or on a vehicle;
- (2) Property at any fair or "exhibition";
- (3) Property at an installation premises; or
- (4) Property temporarily at a location for more than 90 consecutive days.

The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence.

**l. Personal Property in Transit - Limited**

This Extension only applies when a Limit of Insurance is not stated in the Declarations for the Personal Property in Transit Coverage.

- (1) You may extend the insurance provided by this Coverage Form to apply to Your Business Personal Property in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

This Extension does not apply to property in the care, custody or con-

trol of your sales representatives or to tools, equipment, supplies and materials used for service or repair in your business.

- (2) Loss or damage must be caused by or result from one of the following causes of loss:
  - (a) Fire, lightning, explosion, wind-storm or hail, riot or civil commotion, or vandalism;
  - (b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed; or
  - (c) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- (3) The most we will pay for loss or damage under this Extension is \$10,000 for the sum of all losses occurring during each separate 12 month period of this policy.

#### **m. Extra Expense**

You may extend the insurance provided by this Coverage Form to apply to the necessary and reasonable extra expense you incur to continue as nearly as possible your normal business operations following loss or damage to Covered Property at a premises described in the Declarations by a Covered Cause of Loss. The most we will pay under this Extension is \$10,000 in any one occurrence.

### **B. EXCLUSIONS**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### **a. Ordinance or Law**

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property ; or

- (2) Requiring the tearing down of any property, including the cost of removing its debris;

except as provided in the Ordinance or Law Additional Coverage.

This exclusion, Ordinance or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### **b. Earth Movement**

- (1) Any earth movement (other than "sinkhole collapse") whether natural or man made, including but not limited to earthquake, mine subsidence, landslide, or earth sinking, rising or shifting. But if earth movement results in fire, or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (2) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Property:

- (1) In transit;
- (2) At "exhibitions";
- (3) In the care, custody or control of your sales representative; or
- (4) In the custody of any officer or employee of the insured while traveling outside the United States of America (including its territories and possessions), Puerto Rico and Canada.

**c. Governmental Action**

Seizure or destruction of property by orders of governmental authority except as provided for under the Additional Coverage - Ordinance or Law.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.

**e. War and Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**f. Utility Services**

The failure or fluctuation of power or other utility service supplied to the described premises, however caused, if the failure or fluctuation occurs away from the described premises.

But if the failure or fluctuation of power or other utility service results in a Covered

Cause of Loss, we will pay for the loss or damage caused by that Covered Cause or Loss.

**g. Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if Water, as described in g.(1) through g.(3) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

This exclusion does not apply to Property:

- (1) In transit;
- (2) At "exhibitions";
- (3) In the care, custody or control of your sales representatives; or
- (4) In the custody of any officer or employee of the insured while traveling outside the United States of America (including its territories and possessions), Puerto Rico and Canada.

**h. Neglect**

Neglect of an insured to use reasonable means to save and preserve property from further damage at and after the time of loss.

**i. Collapse of Buildings**

Collapse of buildings or structures meaning an abrupt falling down or caving in of a building or substantial part of a building with the result being that the building or substantial part of a building cannot be occupied for its intended purpose.

- (1) A building or part of a building:
  - (a) That is in imminent danger of abruptly falling down or caving in; or
  - (b) Suffers a substantial impairment of structural integrity;

is not considered a collapse but is considered to be in a state of imminent collapse.
- (2) However, we will pay for collapse of buildings or structures if caused only by one or more of the following:
  - (a) Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects; weight of snow, ice or sleet; water damage, meaning accidental discharge of water or steam as the direct result of the breaking apart or cracking of a system or appliance containing water or steam;
  - (b) Decay, insect or vermin damage that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
  - (c) Weight of people or personal property;
  - (d) Weight of rain that collects on a roof; or
  - (e) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling, or renovation is complete and is caused in part by a cause of loss listed in 1.i.(2)(a) through (d) above, we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling, or renovation, contributes to the collapse.

If collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

**j. Imminent Collapse of Buildings**

As respects buildings or structures in a state of imminent collapse as defined in 1.i.(1)(a) and (b) above, we will not pay for loss or damage except if the state of imminent collapse has been caused only by one or more of the following which have occurred during the policy period:

- (1) Fire; lightning; explosion; windstorm or hail; riot or civil commotion; "sinkhole collapse"; weight of snow, ice or sleet;
- (2) Weight of people or personal property;
- (3) Weight of rain that collects on a roof; or
- (4) Use of defective material or methods in construction, remodeling or renovation if the state of imminent collapse occurs during the course of construction, remodeling or renovation.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, equipment, appliances or wires unless caused by a "specified causes of loss".

But if artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c.
  - (1) Wear and tear;
  - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - (3) Settling, cracking, shrinking or expansion;
  - (4) Nesting or infestation or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(5) Mechanical breakdown (including rupture or bursting caused by centrifugal force). This exclusion does not apply to resultant loss or damage by fire, building glass breakage or elevator collision.

(6) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature;

(c) Changes in flavor, color, texture or finish; and

(d) Contamination.

But if an excluded cause of loss that is listed in 2.c.(1), 2.c.(2), 2.c.(3), 2.c.(4) and 2.c.(6) above results in a "specified causes of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified causes of loss" or building glass breakage.

d. Dishonest or criminal act by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone (other than a carrier for hire or bailee) to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction of Covered Property by your employees, but theft by employees is not covered.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control unless caused by a "specified causes of loss". But if explosion of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues

or passages through which the gases of combustion pass.

f. Rain, snow, sand, dust, ice or sleet to personal property in the open (other than to property in the custody of a carrier for hire).

g. The cost of correcting or making good the damage to personal property attributable to such property being processed, manufactured, tested or otherwise being worked upon.

h. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified causes of loss".

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property.

But we will pay for loss to Covered Property under the Personal Property In Transit coverage which is caused by your acceptance, in good faith, of false bills of lading or shipping receipts.

3. We will not pay for loss or damage caused by or resulting from any of the following, but if an excluded cause of loss that is listed in 3.a through 3.c. below results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in B.1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body except as provided in the Ordinance or Law Additional Coverage.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;



- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;
- of part or all of any property on or off the described premises.

### C. LIMITATIONS

The following limitations apply to all policy forms and endorsements unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.  
This limitation does not apply to property in the custody of a carrier for hire.
2. The special limit shown for each category, a. through c., is the total limit for loss of or damage to all property in each category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
  - a. \$10,000 for furs, fur garments and garments trimmed with fur.
  - b. \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and

semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals, but;

- (1) This limit is increased to \$50,000 for gold, silver, platinum, and other precious alloys or metals all used as a raw material in your manufacturing process; and
- (2) This limit does not apply to jewelry and watches worth \$100 or less per item.

- c. \$1,000 for stamps, tickets (including lottery tickets held for sale) and letters of credit.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

### D. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the smallest applicable Limit of Insurance shown in the Declarations, Schedules, Coverage Form(s), or Endorsement(s).

Unless otherwise stated in the Declarations or in endorsements the limits applicable to the Additional Coverages and the Coverage Extensions are additional Limits of Insurance except for the following:

1. Preservation of Property, Fire Department Service Charge and Fire Protective Equipment Discharge Additional Coverages; and
2. Theft Damage To Rented Property and the Water, Other Liquids, Powder or Molten Material Damage Coverage Extensions.

### E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the applicable Deductible, up to the applicable Limit of Insurance.

Unless otherwise stated, if more than one deductible amount applies to the same loss or damage the most we will deduct is the largest applicable deductible.

## F. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions -- Deluxe.

### 1. Abandonment

There can be no abandonment of any property to us.

### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties in the Event of Loss or Damage

- a. You must see that the following are done in the event of loss of or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the loss or damage occurred.
- (4) Promptly make claim in writing against any other party which had custody of the Covered Property at the time of loss.
- (5) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any loss

or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (6) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

- (7) As often as may be reasonably required, permit us to inspect the property and records proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis and permit us to make copies from your books and records.

- (8) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (9) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property subject to b. below;
  - (3) Take all or any part of the property at an agreed or appraised value; or

- (4) Repair, rebuild, or replace the property with other property of like kind and quality subject to b. below.
- b. Except as provided in the Additional Coverage - Ordinance or Law, the cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owner's property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:
  - (1) You have complied with all of the terms of this Coverage Part; and
  - (2) We have reached agreement with you on the amount of loss or an appraisal award has been made.
- h. At our option, we may make a partial payment toward any claims, subject to the policy provisions and our normal adjustment process. To be considered for a partial claim payment, you must submit a partial sworn proof of loss with supporting documentation. Any applicable policy deductibles must be satisfied before any partial payments are made.

#### **5. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property.

- a. We will pay:
  - (1) Recovery expenses; and
  - (2) Costs to repair the recovered property;
- b. But the amount we will pay will not exceed:
  - (1) The total of a.(1) and a.(2) above;
  - (2) The value of the recovered property; or
  - (3) The Limit of Insurance;
 whichever is less.

#### **6. Pairs, Sets, or Parts**

- a. In case of loss to any part of a pair or set we may at our option:
  - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
  - (2) Pay the difference between the value of the pair or set before and after the loss.
- b. Parts. In case of loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

#### **7. Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At replacement cost (without deduction for depreciation) as of the time of loss or damage, except as provided in b., c., d., e., f., g., h., i., j., k., l., m., n., o. and p. However, property will be valued at the actual cash value at the time of loss or damage until the property is repaired or replaced within a reasonable period of time. This restriction does not apply to losses less than \$10,000.
- b. If you decide to repair or rebuild buildings which have sustained loss or damage, our payment will include any reasonable and necessary architectural, engineering, consulting or supervisory fees incurred. This will not increase the applicable Limits of Insurance.

- c. Tenant's Improvements and Betterments at:
  - (1) Replacement cost (without deduction for depreciation) of the lost or damaged property if you make repairs promptly.
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

  - (3) Nothing if others pay for repairs or replacement.
- d. Personal property you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- e. Personal property valuation includes the pro-rated value of non-refundable and non-transferable extended warranties, maintenance contracts or service contracts that you purchased, on lost or damaged personal property that you repair or replace.
- f. "Stock" in process at the cost of raw material, labor, plus the proper proportion of overhead charges.
- g. Personal Property of Others at the amount for which you are liable, not to exceed the replacement cost.
- h. Glass at the cost of replacement with safety glazing material if required by law.
- i. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
  - (1) Blank material for reproducing the records; and
  - (2) Labor to transcribe or copy the records when there is a duplicate.
- j. Works of arts, antiques or rare articles at the least of:
  - (1) Market value at the time and place of loss;
  - (2) Cost of reasonably restoring that property; or
  - (3) Replacing that property with substantially the same property.
- k. Personal property at "exhibitions" at the lesser of replacement cost or the original cost to you.
- l. Patterns, dies, molds, and forms not in current usage at actual cash value. If loss is paid on an actual cash value basis, and within 24 months from the date of the loss you need to repair or replace one or more of them, we will pay you, subject to the conditions of this insurance, the difference between actual cash value and replacement cost for those patterns, molds and dies which are actually repaired or replaced.
- m. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss and we take all or part of the property at an agreed or appraised value, we will pay:
  - (1) Any expenses you incur to:
    - (a) Stamp the word 'Salvage' on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
    - (b) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.
  - (2) Any reduction in the salvage value of the damaged merchandise with brand or label removed.
- n. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual

cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

- o.** We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2), or (3), subject to p. below:

  - (1)** The Limit of Insurance applicable to the lost or damaged property;
  - (2)** The cost to replace, at the same location, the lost or damaged property with other property;

    - (a)** Of comparable material and quality; and
    - (b)** Used for the same purpose; or
  - (3)** The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- p.** The cost to repair, rebuild, or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except as provided in the Additional Coverage - Ordinance or Law.

## **G. ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions -- Deluxe.

### **1. MortgageHolders**

- a.** The term, mortgageholder, includes trustee.
- b.** We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c.** The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d.** If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

  - (1)** Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2)** Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3)** Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e.** If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1)** The mortgageholder's right under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2)** The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f.** If we can cancel this policy, we will give written notice to the mortgageholder at least:

- (1)** 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
- (2)** 60 days before the effective date of cancellation if we cancel for any other reason.

- g.** If we elect not to renew this policy, we will give written notice to the mortgageholder at least 60 days before the expiration date of this policy.

### **2. Concealment, Misrepresentation or Fraud**

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other Named Insured at any time, intentionally conceal or misrepresent a material fact concerning:

- a.** This Coverage Part;
- b.** The Covered Property;

- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Part.

### **3. Control of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### **4. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

- a. There has been full compliance with all of the terms of this Coverage Part; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### **5. Liberalization**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### **6. No Benefit to Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### **7. Other Insurance**

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### **8. Policy Period, Coverage Territory**

Under this Coverage Part:

- a. We cover loss or damage commencing:
  - (1) During the policy period shown in the Declarations; and
  - (2) Within the coverage territory.
- b. The coverage territory is:
  - (1) The United States of America (including its territories and possessions);
  - (2) Puerto Rico; and
  - (3) Canada.

### **9. Transfer of Rights of Recovery Against Others to Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

This will not restrict your insurance.

### **10. Unintentional Errors In Description**

Your error in how you describe the address of a location in the Location Schedule shall not prejudice coverage afforded by this policy, provided such error is not intentional. Any such error shall be reported and corrected when discovered and appropriate premium charged.

### **H. OPTIONAL COVERAGES**

If shown in the Declarations, the following Optional Coverages apply separately to each item.

- 1. **Actual Cash Value** replaces Replacement Cost in the Loss Conditions - Valuation Provision of this Coverage Form.

## 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance; times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08); times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If: The applicable Limit of Insurance is:	\$100,000
The annual percentage increase is:	8%
The number of days since the beginning of the policy year (or last policy change) is:	146
The amount of the increase is:	$\$100,000 \times .08 \times 146/365 = \$3,200$

## 3. Manufacturers Selling Price Clause

The following is added to the Loss Conditions - VALUATION Provision:

We will determine the value of "finished stock" you manufacture, in the event of loss or damage, at :

- a. The selling price, if no loss or damage occurred;
- b. Less discounts and expenses you otherwise would have had.

## I. DEFINITIONS

1. "Exhibition" means the temporary display of personal property at a convention, exposition, trade show or similar event at a location you do not own or regularly occupy.
2. "Fine Arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable

rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac and similar property of rarity, historical value, or artistic merit.

3. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any unhealthful or hazardous building materials (including but not limited to asbestos and lead products or materials containing lead). Waste includes materials to be recycled, reconditioned or reclaimed.
4. "Sinkhole Collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into man made underground cavities.

5. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

- a. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

- b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

6. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

7. "Finished Stock" means stock you have manufactured.

"Finished Stock" also includes whiskey and alcoholic products being aged.

"Finished Stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Form.



# DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) COLLEGES AND SCHOOLS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H - DEFINITIONS.

## A. COVERAGE

Coverage is provided as described below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (i) Business Income including "Rental Value".
- (ii) Business Income Other than "Rental Value".
- (iii) "Rental Value".

If option (i) above is selected, the term Business Income will include "Rental Value". If option (iii) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property, including personal property in the open (or in a vehicle) within 1,000 feet, at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including:

All routes within the building to gain access to the described premises;

All areas within the buildings on the same parcel of land which provides essential services to conduct your "operations"; and

Your personal property in the open (or in a vehicle) within 1,000 feet.

## 1. Business Income

a. Business Income means the:

- (1) Net Income (Net Profit or Loss) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll except when the following is indicated in the Declarations:
  - (a) Ordinary payroll is excluded; or
  - (b) Ordinary payroll is limited to a specified number of days. The number of days may be used in two separate periods during the "period of restoration".
- (3) Business Income includes income from educational services and activities including:
  - (a) Tuition and course fees;
  - (b) Fees for room, board, parking and laboratory facilities;
  - (c) Athletic, entertainment, fund raisers and other special events;
  - (d) Bookstores and food services; and
  - (e) Activities related to research or other grants.

b. When ordinary payroll is excluded or limited:

- (1) In determining the operating expenses for the policy year for Coinurance purposes, payroll expenses will not include ordinary payroll expenses, except for ordinary payroll expenses incurred during the number

of days shown in the Schedule, or in the Declarations. If the ordinary payroll expenses for the policy year vary during the year, the period of greatest ordinary payroll expenses will be used.

(2) Ordinary payroll expenses means payroll expenses for all your employees except:

- (a) Officers;
- (b) Deans;
- (c) Department Heads;
- (d) Full-time Faculty and Coaches;
- (e) Employees under contract; and
- (f) Additional Exemptions, shown in the Declarations or by endorsement as:
  - (i) Job Classifications; or
  - (ii) Employees.

(3) Ordinary payroll expenses include:

- (a) Payroll;
- (b) Employee benefits, if directly related to payroll;
- (c) FICA payments;
- (d) Union dues; and
- (e) Worker's compensation premiums.

## 2. Covered Causes of Loss

See the Covered Causes of Loss section of the Deluxe Property Coverage Form.

## 3. Additional Coverages - Unless otherwise indicated in the Declarations, the following Additional Coverages apply:

### a. Extra Expense

Extra Expense means reasonable and necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss.

(1) We will pay your Extra Expense to avoid or minimize the suspension of business and to continue "operations":

- (a) At the described premises; or
- (b) At replacement premises or at temporary locations, including:
  - (i) Relocation expenses;
  - (ii) Costs to equip and operate the replacement premises or temporary locations; and
  - (iii) Expediting expenses.

(2) We will pay your Extra Expense to minimize the suspension of business if you cannot continue "operations".

(3) We will pay your Extra Expense to:

- (a) Repair or replace any property; or
- (b) Research, replace or restore the lost information on damaged valuable papers and records (other than accounts receivable);

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

### b. Civil Authority

We will pay for the actual loss of Business Income you sustain and reasonable and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from a Covered Cause of Loss.

(1) Coverage for Business Income will begin immediately or after the number of hours shown in the deductible item in the Declarations, whichever is later. Coverage will apply for a period of up to 30 consecutive days.

(2) Coverage for Extra Expense will begin immediately after the time of that action for a period of up to 30 consecutive days.

### c. Alterations and New Buildings

We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from a Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

**d. Extended Business Income**

- (1) We will pay for the actual loss you incur of Business Income from educational services and related activities during the school year following the date the property is actually repaired, rebuilt or replaced, if the date is 60 days or less before the scheduled opening of the next school year.
- (2) We will pay for the actual loss you incur of Business Income, other than from educational services and related activities, during the period that:
  - (a) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and
  - (b) Ends on the earlier of:
    - (i) The date you could restore your "operations" with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred; or
    - (ii) 90 consecutive days after the date determined in (2)(a) above.

Loss of Business Income must be caused by direct physical loss or damage at the described premises

caused by or resulting from a Covered Cause of Loss.

**e. Business Income From Dependent Property**

We will pay for actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss or damage at the premises of a "dependent property or educational property", caused by or resulting from a Covered Cause of Loss.

This Additional Coverage does not apply to "dependent property or educational property" for which you have more specific insurance either under this policy or another.

The most we will pay under this Additional Coverage is \$100,000 in any one occurrence.

Coverage applies for dependent or educational properties located worldwide except within any country on which the United States government has imposed sanctions, embargoes or any similar prohibition. When a revised Limit of Insurance is shown in the Declarations for this Additional Coverage, any increase over this \$100,000 amount of insurance will only apply to "dependent property or educational property" located in the United States of America (including its territories and possessions); Puerto Rico; and Canada.

**f. Ordinance or Law - Increased "Period of Restoration"**

If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction, repair or replacement of any property;
- (2) Requires the tearing down or replacement of any parts of property not damaged by a Covered Cause of Loss; and

(3) Is in force at the time of loss.

Under this coverage we will not pay for:

(1) Any loss due to any ordinance or law that:

(a) You were required to comply with before the loss, even if the building was undamaged; and

(b) You failed to comply with.

(2) Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The most we will pay for loss under this Additional Coverage is \$250,000 in any one occurrence.

**4. Coverage Extensions - Unless otherwise indicated in the Declarations or by endorsement, the following Coverage Extensions apply:**

The Additional Condition, Coinsurance, does not apply to these Coverage Extensions.

You may extend the insurance provided by this Coverage Form as follows:

**a. Newly Acquired Locations**

(1) You may extend your Business Income Coverage to apply to property at any newly acquired location you purchase or lease.

(2) The most we will pay for loss under this Extension is \$500,000 at each location.

(3) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days expire after you acquire or begin to construct the property;

(c) You report the location to us; or

(d) The Business Income is more specifically insured.

We will charge you additional premium for values reported from the date you acquire the property.

**b. Claim Data Expense**

You may extend the insurance provided by this Coverage Form to apply to the reasonable expenses you incur in the preparing of claim data when we require it. This includes the cost of preparing statements and other documentation to show the extent of Business Income loss. The most we will pay under this Extension is \$25,000 in any one occurrence. We will not pay for any expenses incurred, directed or billed by or payable to insurance adjusters or their associates or subsidiaries or any costs as provided in the LOSS CONDITION - Appraisal.

**c. Research and Development Expenses**

If a Covered Cause of Loss occurs to property at the premises described and for which a Business Income Limit of Insurance is shown in the Declarations, we will pay for an interruption of "research and development" activities even if the activities would not have produced during the "period of restoration". We will also pay for continuing fixed charges and expenses, including ordinary payroll (unless otherwise excluded), directly attributable to such "research and development" activities.

Payments under this Coverage Extension will not increase the applicable Limit of Insurance.

**B. EXCLUSIONS AND LIMITATIONS**

The following exclusions and the exclusions and limitations contained in the Deluxe Property Coverage Form apply to coverage provided by this form. We will not pay for:

1. Any increase of loss caused by or resulting from:

a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

b. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of

restoration" and the period of Extended Business Income.

2. Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
3. Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a building.

But if the failure of power or other utility service results in loss or damage by a "specified causes of loss", we will pay for the loss or damage resulting from that "specified causes of loss".

4. Any loss caused by or resulting from the Additional Coverages or Coverage Extensions contained in the Deluxe Property Coverage Form.
5. Any other consequential loss.

#### **C. LIMITS OF INSURANCE**

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Unless otherwise stated below, in the Declarations or in endorsements, the amounts payable for the Additional Coverages and Coverage Extensions are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance.

1. Alterations and New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

#### **D. DEDUCTIBLE**

When an hourly deductible is shown in the Declarations for Business Income:

We will pay for loss you sustain after the number of consecutive hours indicated in the Declarations following the direct physical loss or damage for each occurrence.

If an hourly deductible is not shown in the Declarations for Business Income Coverage, the deductible applicable to the Covered Cause of Loss will apply.

#### **E. LOSS CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions - Deluxe and the Additional Conditions in the Deluxe Property Coverage Form:

##### **1. Appraisal**

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

##### **2. Duties in the Event of Loss**

In addition to those conditions in the Deluxe Property Coverage Form, you must resume all or part of your "operations" as quickly as possible if you intend to continue your business.

##### **3. Limitation - Electronic Media And Records**

We will not pay for any loss of Business Income caused by direct physical loss of or damage to Electronic Media and Records after the longer of:

- a. 90 consecutive days from the date of direct physical loss or damage; or
- b. The period, beginning with the date of direct physical loss or damage, necessary to repair, rebuild or replace, with reasonable speed and similar quality, other property at the described premises which suffered loss or damage in the same occurrence.

Electronic Media and Records are:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or
- (3) Programming records used for electronic data processing or electronically controlled equipment.

**EXAMPLE NO. 1**

A Covered Cause of Loss damages the described premises on June 1. It takes until September 1 to repair and replace the property at the premises, and until October 1 to restore the computer data that was lost when the damage occurred. We will only pay for the Business Income loss sustained during the period June 1 - September 1. Loss during the period September 2 - October 1 is not covered.

**EXAMPLE NO. 2**

A Covered Cause of Loss results in the loss of data processing programming records on August 1. The records are replaced on October 15. We will only pay for the Business Income loss sustained during the period August 1 - September 29 (60 consecutive days). Loss during the period September 30 - October 15 is not covered.

**4. Loss Determination**

- a. The amount of Business Income loss will be determined based on:
  - (1) Your Net Income before the direct physical loss or damage occurred;
  - (2) Your likely Net Income if no physical loss or damage occurred;
  - (3) The operating expenses, including payroll expenses, to the extent insured necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and

(c) Deeds, liens or contracts.

- b. The amount of Extra Expense will be determined based on:

- (1) All reasonable and necessary expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

- (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

- (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

- (2) All reasonable and necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

**c. Resumption of Operations**

We will reduce the amount of your:

- (1) Business Income loss, to the extent you can resume your "operations" in whole or in part, by using damaged or undamaged property at the described premises or elsewhere.

- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

**5. Loss Payment**

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

- a. You have complied with all of the terms of this Coverage Part; and
- b. We have reached agreement with you on the amount of loss or an appraisal award has been made.

## F. ADDITIONAL CONDITION

### Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions - Deluxe and the Additional Conditions in the Deluxe Property Coverage Form.

We will not pay the full amount of any loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
  - (a) The Net Income (Net Profit or Loss), and
  - (b) All operating expenses, (except for deductions stated below),

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

1. Multiply the Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
2. Divide the Limit of Insurance for the described premises by the figure determined in step 1; and
3. Multiply the total amount of the covered loss by the figure determined in step 2.

We will pay the amount determined in step 3 or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

1. Bad debts;
2. Collection expenses;
3. Cost of merchandise sold (including transportation charges);
4. Cost of other supplies consumed (including transportation charges);

5. Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
6. Power, heat and refrigeration expenses that do not continue under contract (if form DX T3 61 is attached); and
7. The amount of payroll expense excluded (when ordinary payroll is excluded or limited as stated in the Declarations).

#### EXAMPLE No. 1 (Underinsurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000

The Coinsurance Percentage is: 50%

The Limit of Insurance is: \$150,000

The amount of loss is: \$80,000

Step 1:  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step 2:  $\$150,000 \div \$200,000 = .75$

Step 3:  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000 less any applicable deductible. The remaining \$20,000 is not covered.

#### EXAMPLE No. 2 (Adequate Insurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000

The Coinsurance Percentage is: 50%

The Limit of Insurance is: \$200,000

The amount of loss is: \$80,000

Step 1:  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step 2:  $\$200,000 \div \$200,000 = 1$

Step 3:  $\$80,000 \times 1 = \$80,000$

We will cover the \$80,000 loss less any applicable deductible. No penalty applies.

## G. OPTIONAL COVERAGES

If shown in the Declarations, the following Optional Coverages apply separately to each item.

### 1. Maximum Period of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income, Extended Business Income and Extra Expense is the lesser of:
  - (1) The amount of loss sustained during the 120 days immediately following the direct physical loss or damage less any applicable deductible; or
  - (2) The Limit of Insurance shown in the Declarations.

### 2. Monthly Limit of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income and Extended Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" less any applicable deductible is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

#### EXAMPLE:

When: The Limit of Insurance is:  $\$120,000$   
The fraction shown in the Declarations for this Optional Coverage is:  $1/4$   
The most we will pay for loss in each period

of 30 consecutive days is:

$\$120,000 \times 1/4 = \$30,000$

If in this example, the actual amount of loss is:

Days 1 - 30	\$40,000
Days 31 - 60	20,000
Days 61 - 90	<u>30,000</u>
	\$90,000

We will pay the following less any applicable deductible:

Days 1 - 30	\$30,000
Days 31 - 60	20,000
Days 61 - 90	<u>30,000</u>
	\$80,000

The remaining \$10,000 is not covered.

### 3. Business Income Agreed Value

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations";
    - (a) During the 12 months prior to the date of the Work Sheet; and
    - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
  - (2) The Declarations must indicate that the Business Income Agreed Value Option applies. The Limit of Insurance should be at least equal to:
    - (a) The Coinsurance percentage shown in the Declarations; multiplied by
    - (b) The amount of Net Income and Operating Expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
  - (1) 12 months after the effective date of this Optional Coverage; or
  - (2) The expiration date of this policy; whichever occurs first.



- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

## H. DEFINITIONS

1. "Dependent Property or Educational Property" means property operated by others you depend on to:
  - a. Supply materials or services to you, or to others for your account (Contributing Locations). With respect to Contributing Locations, services does not mean water, communication or power supply services;
  - b. Purchase your products or services (Recipient Locations);
2. "Operations" means:
  - a. Your educational services and related activities occurring at the described premises;
  - b. Your business activities occurring at the described premises; and
  - c. The tenantability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time after direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the described premises or at the premises of a "dependent property or educational property" which:
  - a. Begins immediately or after the number of hours shown in the deductible item in the Declarations, whichever is later; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises or at the premises of a "dependent property or educational property" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

- (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use, repair, replacement or requires the tearing down of any property (except for the Ordinance or Law-Increased "Period of Restoration" Additional Coverage); or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and any unhealthful or hazardous building materials (including but not limited to, asbestos and lead products or materials containing lead). Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means the:
  - a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
  - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
  - c. Fair rental value of any portion of the described premises which is occupied by you.
6. "Research and development" means the development of new products and enhancements of existing products. "Research and development" does not mean the maintenance of existing products.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**DATA PROCESSING EQUIPMENT AND  
MEDIA COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. COVERAGE**

**1. Covered Property**, as used in this endorsement, means the following types of property for which a Limit of Insurance is shown in the Declarations used in your data processing operations located in or on the designated buildings at the premises described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises:

- a. Equipment.** Your electronic data processing equipment, facsimile machines, word processors, multi-functional telephone systems, laptop and portable computers; related surge protection devices; and their component parts and peripherals used solely for data processing operations;
- b. Data and Media.** Your data stored on disks, films, tapes or similar electronic data processing media; the media itself; computer programs and instructional material; and
- c. Similar property of others** in your care, custody or control.

**2. Covered Property** does not include:

- a.** Property in the course of manufacture, held for sale or distribution;
- b.** Property while leased or rented to others while that property is not at your location described in the Declarations;
- c.** Contraband or property in the course of illegal transportation or trade;
- d.** Any data or media which cannot be replaced with other data or media of the same kind and quality unless it is specifically listed on a schedule attached to this policy;

- e.** Any documents or records not converted to data processing media, except as provided in the Coverage Extensions;
- f.** Any data or media that is obsolete or unused by you; and
- g.** Control devices that are attached to and control production machinery.

**3. Extra Expense**

We will pay your Extra Expense to continue as nearly as possible your normal data processing operations. Such Extra Expense must be due to direct physical loss or damage to Covered Property at a location described in the Declarations or at any newly acquired location, caused by or resulting from a Covered Cause of Loss.

Extra Expense means reasonable and necessary expenses you incur that you would not have incurred if there had been no loss or damage to that property. But we will pay these expenses only for the period of time it reasonably takes you to restore your normal data processing operations.

The most we will pay in any one occurrence is the Limit of Insurance shown in the Declarations for Extra Expense.

**4. Property in Transit or At Undescribed Premises**

We will pay for loss or damage to Covered Property while in transit or while at a premises not described in the Declarations, which you do not own, lease or regularly operate and in the care, custody or control of you, your officers, employees or salespersons, from a Covered Cause of Loss. The most we will pay for such loss or damage is the Limit of Insurance shown in the Declarations for Property In Transit Or At Undescribed Premises.

**5. Coverage Extensions – Unless otherwise indicated in the Declarations, the following Coverage Extensions apply to Covered Property:**

**a. Newly Acquired Equipment, Data or Media**

(1) We will pay for loss or damage by a Covered Cause of Loss up to \$500,000 for newly acquired equipment of the type covered by this endorsement and up to \$50,000 for newly acquired data and media at;

- (a) a location described in the Declarations; and
- (b) at any other location you acquire by purchase or lease.

(2) This Coverage Extension will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days after you acquire the Covered Property;
- (c) You report the new Covered Property to us; or
- (d) The property is more specifically insured.

(3) We will charge you additional premium for values reported from the date you acquire the property.

**b. Duplicate Data and Media**

We will pay for loss or damage by a Covered Cause of Loss to duplicates of covered Data and Media while stored in a separate building at least 100 feet from the building described in the Declarations. The most we will pay under this Coverage Extension is \$50,000 in any one occurrence. The limit for this Coverage Extension is in addition to in the Limits of Insurance shown in the Declarations for Data and Media.

**c. Computer Virus Extraction Expense**

If a computer virus is discovered in Covered Property during the policy period, due to a loss or damage by a Covered Cause of Loss we will pay up to \$10,000 of your expense to extract that virus from Covered Property. The limit for this Coverage Extension is excess over any other applicable coverage.

Computer virus means intrusive codes or programming that are entered into your computer system and interrupt your data processing operation or cause loss or damage to Covered Property.

**d. Civil Authority**

We will pay for any reasonable and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from a Covered Cause of Loss. This coverage will apply for a period of up to 30 consecutive days from the date of that action.

**e. Equipment Failure Coverages**

We will pay for loss or damage to the equipment covered by this endorsement while at a location shown in the Declarations or at a newly acquired location if the loss or damage is caused by any of the following:

(1) Mechanical breakdown of covered equipment caused by the failure of power or other utility service supplied to your premises if:

- (a) the failure results from a Covered Cause of Loss to the power or other utility service at or within 1,000 feet from the building containing the equipment;
- (b) the failure occurs away from your premises and was the result of loss from a Covered Cause of Loss, to any of the following which supply electricity, steam or gas to your premises:
  - i. Utility generating stations;
  - ii Switching stations;
  - iii Substations;
  - iv Transformers;
  - v. Other equipment (excluding overhead power or utility transmission lines); or
- (c) the failure was the result of direct physical damage from lightning to the power or other utility service.

- (2) Corrosion, rust, dampness, dryness, cold, heat or humidity resulting directly from damage to the air conditioning or heating system that services your data processing equipment. The damage to such systems must be caused by a Covered Cause of Loss.
- (3) Faulty work upon or service of covered equipment wherever located within the Coverage Territory.

The limits for this Extension are included in the Limits of Insurance shown in the Declarations for equipment at the location where the loss or damage occurs. A separate Deductible, shown in the Declarations, applies to any loss or damage covered by this Extension.

## **B. EXCLUSIONS AND LIMITATIONS**

1. The following exclusions apply in addition to those found in the Deluxe Property Coverage Form to property covered by this endorsement:
  - a. The following is added to Exclusion B.2.a. and B.2.c. of the Deluxe Property Coverage Form:  
Except as provided in the Coverage Extension–Equipment Failure Coverages.
  - b. We will not pay for a loss or damage caused by or resulting from any of the following:
    - (1) Delay, loss of market, loss of Business Income or any other consequential loss.
    - (2) Programming errors, omissions or incorrect instructions to the machine.
    - (3) Unexplained disappearance.  
This exclusion does not apply to property in the custody of a carrier for hire.
    - (4) Any cause of loss to property you lease or rent from others for which you are not responsible under the terms of any lease or rental agreement.
  - c. We will not pay for a loss or damage caused by or resulting from any of the following, but if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

- (1) Faulty, inadequate or defective:
  - (a) Design, specifications, workmanship, repair, manufacturing;
  - (b) Materials used in repair, construction, or manufacturing; or
  - (c) Maintenance;  
of part or all of any property wherever located, except as provided in the Coverage Extensions–Equipment Failure Coverages.
- (2) Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration or depreciation.

d. We will not pay for loss or damage caused by or resulting from computer virus except as provided in the Coverage Extension–Computer Virus Extraction Expense.

2. The following LIMITATIONS are added as respects coverage provided by this endorsement:
  - a. When Coverage is provided for data processing equipment, data, media or extra expense under this endorsement, coverage does not apply to such data processing equipment, data, media, or extra expense under the:  
Deluxe Property Coverage Form  
Deluxe Business Income Coverage Form (And Extra Expense)  
Deluxe Extra Expense Coverage Form
  - b. When either Deluxe Business Income Coverage Form (And Extra Expense) or Deluxe Business Income Coverage Form (Without Extra Expense) is attached to this policy, we will pay you for your loss of Business Income resulting from any loss or damage to property covered by this endorsement if the loss or damage is caused by or results from a Covered Cause of Loss.

## **C. LIMITS OF INSURANCE**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, except as provided in the Coverage Extensions.

#### D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the loss or damage in excess of the Deductible, up to the applicable Limits of Insurance.

Unless otherwise stated, if more than one deductible applies to the same loss or damage the most we will deduct is the largest applicable deductible.

#### E. VALUATION

LOSS CONDITION—Valuation of the Deluxe Property Coverage Form is deleted and replaced with the following:

1. **Your Equipment.** The value of equipment you own will be its replacement cost (without deduction for depreciation).

We will not pay more for any loss or damage on a replacement cost basis than the lesser of:

- a. The amount it would cost to replace the equipment at the time of loss or damage with new equipment of equal performance, capacity or function and for the same use at the same location; or
- b. The amount you actually spend in repairing or replacing the equipment with new equipment of equal performance, capacity or function.

We will only pay for loss or damage on a replacement cost basis if you repair or replace the equipment as soon as reasonably possible after the loss or damage.

When replacement of the equipment with identical property is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

If you do not repair or replace the equipment, we will not pay more than the actual cash value of that equipment.

2. **Your Data and Media.** The value will be the actual cost of reproducing the data and the cost of the media.

When the data is not reproduced, we will not pay more than the cost of blank discs, films, tapes or similar electronic data processing media, of the same kind and quality.

3. **Property of Others.** The value of the property of others in your care, custody or control will be the lesser of:

- (1) The amount for which you are liable; or
- (2) The replacement cost of that property.

In the event of loss or damage the value of property will be determined as of the time of loss or damage.

4. **Specifically Described Equipment**

When any covered equipment is individually listed or described in the Data Processing Equipment and Media Coverage Schedule, its value will be the applicable Limit of Insurance shown for that equipment. This applies only in the event of a total loss or damage to such equipment.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**CAUSES OF LOSS – EARTHQUAKE**

This endorsement modifies insurance provided under the Deluxe Property Coverage Part.

**A. COVERED CAUSES OF LOSS**

When Causes of Loss-Earthquake is attached to the Deluxe Property Coverage Part, Covered Causes of Loss is revised to include the following as Covered Causes of Loss only for Covered Property at building number(s) shown in the Declarations, including if insured, personal property in the open:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

All earthquake shocks or volcanic eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period. We will not pay for loss or damage caused by or resulting from earthquakes or volcanic eruptions which began before the effective date of this policy.

**B. ADDITIONAL EXCLUSIONS AND LIMITATIONS**

1. The following EXCLUSIONS are added as respects coverage provided by this endorsement:

We will not pay under this endorsement for loss or damage caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Fire,
  - b. Explosion, or
  - c. Mudslide or mudflow which is caused or precipitated by accumulation of water on or below ground.
2. The following LIMITATION is added as respects coverage provided by this endorsement:

We will not pay for loss or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying the Deductible applicable to this endorsement.

This limitation does not apply if:

1. Less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco); or
2. The Cause of Loss - Earthquake Masonry Veneer Coverage endorsement is attached to this policy.

**C. UNDERGROUND PIPES, FLUES AND DRAINS**

Covered Property is revised to include underground pipes, flues and drains when BUILDING coverage is provided and the building number is indicated in the Declarations.

**D. DEDUCTIBLES**

The following deductible provisions apply to the building number(s) shown in the Declarations:

1. If a percentage (%) is shown in the Declarations the following applies:
  - a. In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 5%, or 10% (as shown in the Declarations) of the value(s) of the property that has sustained loss or damage at each of the buildings shown in the Declarations. The value(s) to be used are those shown in the most recent Statement of Values on file with us. If there is no Statement of Values on file with us or the Covered Property is a building in the course of construction or Newly Acquired or Constructed Property, we will use the value(s) of the property at the time of loss that has sustained loss or damage.

This Deductible is calculated separately for, and applies separately to:

- (1) Each building, if two or more buildings sustain loss or damage;
  - (2) The building and to personal property in that building, if both sustain loss or damage;
  - (3) Personal property at each building, if personal property at two or more buildings sustains loss or damage;
  - (4) Personal property in the open; and
  - (5) Any other property insured under this Coverage Part.
- b. If both a percentage and dollar amount deductible are shown in the Declarations, one of the following also applies:
- (1) the least we will deduct in any one occurrence is the dollar amount shown in the Declarations; or
  - (2) the least we will deduct in any one occurrence at each premises location is the dollar amount shown in the Declarations.
- c. We will not pay for loss or damage until the amounts of loss or damage exceeds the deductibles. We will then pay the amount of loss or damage in excess of the deductibles, up to the applicable Limits of Insurance.
2. If a dollar amount is shown in the Declarations the following applies:
- a. We will not pay for loss or damage in any one occurrence until the total amount of loss or damage for all coverages exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limits of Insurance; or
  - b. We will not pay for loss or damage in any one occurrence at each premises location until the total amount of loss or damage for all coverages at each premises location exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles up to the applicable Limits of Insurance.

3. The following is applicable to:

#### BUSINESS INCOME COVERAGE FORMS

When an hourly deductible is stated in the Declarations the following is applicable to Business Income Coverage:

We will only pay for loss you sustain after the number of consecutive hours indicated in the Declarations after direct physical loss or damage caused by or resulting from Earthquake or Volcanic Eruption. We will then pay the amount of loss or damage in excess of the Deductible, up to the Limit of Insurance.

4. No Deductible applies to Extra Expense.

#### E. LIMITS OF INSURANCE

The most we will pay for loss caused by any earthquake or volcanic eruption is:

1. The Limit(s) of Insurance shown in the Declarations, even if the loss involves more than one coverage. Amounts payable under any Additional Coverage or Coverage Extensions do not increase the Limit(s) of Insurance.
  2. The Limit(s) of Insurance in the Declarations that applies to any one occurrence subject to the Annual Aggregate Limit(s) for all losses occurring in any one policy year commencing with the inception or anniversary date of this endorsement, whichever is less.
  3. If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay during the policy period is the largest of the Annual Aggregate limits shown.
- F. The most we will pay for loss or damage for the Newly Constructed or Acquired Property Coverage Extension under this endorsement is a total of \$100,000 in any one occurrence and in any one policy year.
- G. The "Period of Restoration" DEFINITION found in the BUSINESS INCOME COVERAGE FORMS is deleted as respects this endorsement and is replaced with the following:
- "Period of Restoration" means the period of time that:
1. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
  2. Ends on the earlier of:

a. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

b. The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

1. Regulates the construction, use or repair or requires the tearing down of any property; or
2. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, de-

toxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

H. Coverage provided by this endorsement also applies to the Additional Coverages–Pollutant Cleanup and Removal.

**I. ADDITIONAL CONDITION - CANCELLATION**

"We" or "you" may cancel this endorsement as provided by the Common Policy Conditions–De-luxe without canceling the entire Coverage Part.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**CAUSES OF LOSS – BROAD FORM FLOOD**

This endorsement modifies insurance provided under the Deluxe Property Coverage Part.

**A. COVERED CAUSES OF LOSS**

When Causes of Loss - Broad Form Flood is attached to the Deluxe Property Coverage Part, Covered Causes of Loss is revised to include "Flood" as a Covered Cause of Loss only for Covered Property at building number(s) shown in the Declarations, including if insured, personal property in the open. "Flood" means:

1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
2. Release of water impounded by a dam;
3. Mudslide or mudflow;
4. Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings.

**B. ADDITIONAL EXCLUSIONS AND LIMITATIONS**

1. The following EXCLUSIONS are added as respects coverage provided by this endorsement:

We will not pay under this endorsement for loss or damage caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Fire, explosion, or sprinkler leakage; or
  - b. Any earth movement, such as an earthquake, landslide or earth sinking, rising or shifting; except mudslide or mudflow which is caused or precipitated by accumulation of water on or below ground.
2. The following LIMITATION is added as respects coverage provided by this endorsement:

**EXCESS OF LOSS LIMITATION**

- a. The following Excess of Loss Limitation applies to Covered Property at all buildings shown in the Declarations and to all buildings subsequently endorsed to this policy situated in any type of Zone prefixed A or V.

We will pay only for the amount of loss in excess of the maximum amount of insurance permitted under the provisions of the National Flood Insurance Act of 1968 (or any subsequent amendment) applicable to the property to which the loss occurs. This provision applies whether or not you have purchased or maintained such insurance.

- b. This provision does not apply to loss which cannot be covered under provisions of the above Act or amendments. If we pay for loss subject to this provision, the benefit of any recovery or salvage on such loss is ours to the extent of our payment.

- c. The DEDUCTIBLE provisions below are in addition to any applicable Excess of Loss Limitation.

**C. UNDERGROUND PIPES, FLUES AND DRAINS**

Covered Property is revised to include underground pipes, flues and drains when BUILDING coverage is provided and the building number is indicated in the Declarations.

**D. DEDUCTIBLE**

1. When a dollar amount is shown in the Declarations the following applies:

- a. We will not pay for loss or damage in any one occurrence until the total amount of loss or damage for all coverages exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limits of Insurance; or

- b. We will not pay for loss or damage in any one occurrence at each premises location until the total amount of loss or damage for all coverages at each premises location exceeds the Deductible shown in the Declarations. We will then pay the amounts of loss or damage in excess of the Deductibles up to the applicable Limits of Insurance.

2. The following is applicable to:

**BUSINESS INCOME COVERAGE FORMS**

When an hourly deductible is stated in the Declarations the following is applicable to Business Income Coverage:

We will only pay for loss you sustain after the number of consecutive hours indicated in the Declarations after direct physical loss or damage caused by or resulting from "Flood". We will then pay the amount of loss or damage in excess of the Deductible, up to the Limit of Insurance.

3. No Deductible applies to Extra Expense.

**E. LIMITS OF INSURANCE**

The most we will pay for loss caused by any "Flood" is:

- 1. The Limit(s) of Insurance shown in the Declarations, even if the loss involves more than one coverage. Amounts payable under any Additional Coverage or Coverage Extensions do not increase the Limit(s) of Insurance.
- 2. The Limit(s) of Insurance in the Declarations that applies to any one occurrence subject to the Annual Aggregate Limit(s) for all "Flood" losses occurring in any one policy year commencing with the inception or anniversary date of this endorsement, whichever is less.
- 3. If more than one Annual Aggregate Limit is shown in the Declarations, the most we will pay during the policy period is the largest of the Annual Aggregate limits.

**F.** The most we will pay for loss or damage covered under the Newly Constructed or Acquired Property Coverage Extension is a total of \$100,000 in any one occurrence and in any one policy year.

**G.** Each loss by "Flood" shall constitute a single occurrence. A single occurrence means:

- 1. A period of continued rising or overflow of any river(s), stream(s) or any body of water and

the subsidence of same within the banks of such river(s), stream(s) or bodies of water; or

- 2. Any one disturbance resulting in any tidal wave or series of tidal waves.

Should any time period referred to above extend beyond the expiration date of this policy and any loss commence prior to expiration, we will pay all such "Flood" losses occurring during such period as if such period fell entirely within the term of this policy. However, we will not pay for any loss or damage caused by "Flood" occurring before the effective date and time or commencing after the expiration date and time of this policy.

**H.** The "Period of Restoration" DEFINITION found in the BUSINESS INCOME COVERAGE FORMS is deleted as respects this endorsement and is replaced with the following:

"Period of Restoration" means the period of time that:

- 1. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- 2. Ends on the earlier of:
  - a. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
  - b. The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- 1. Regulates the construction, use or repair or requires the tearing down of any property; or
- 2. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

**I.** Coverage provided by this endorsement also applies to the Additional Coverages - Pollutant Cleanup and Removal.

**J. ADDITIONAL CONDITION - CANCELLATION**

"We" or "you" may cancel this endorsement as provided by the Common Policy Conditions-Deluxe without canceling the entire Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**VACANCY RESTRICTION**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

The following Loss Condition is added:

**Vacancy**

**a. Description of Terms**

As used in this Vacancy Restriction, the term building and the term vacant mean the following:

- (1)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
- (2)** When this policy is issued to the owner of a building, building means the entire building. Such building is vacant when 70% or more of its square footage:
  - (a)** Is not rented; or
  - (b)** Is not used to conduct customary operations.
- (3)** Buildings under construction or renovation are not considered vacant.

**b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1)** We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
  - (a)** Vandalism;
  - (b)** Sprinkler Leakage;
  - (c)** Building Glass Breakage;
  - (d)** Water Damages;
  - (e)** Theft; or
  - (f)** Attempted theft.
- (2)** With respect to Covered Causes of Loss other than those listed in **b.(1)**, above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	1	ALL COVERED PROPERTY	A,B	\$ 75,000
1	2	ALL COVERED PROPERTY	A,B	\$ 75,000
1	3	ALL COVERED PROPERTY	A,B	\$ 75,000
1	4	ALL COVERED PROPERTY	A,B	\$ 75,000
1	5	ALL COVERED PROPERTY	A,B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A -- Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B – Contamination by the refrigerant.
3. Coverage C – Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or

reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

The deductible stated in the Deluxe Property Coverage Part Declarations does not apply to loss or damage by spoilage. Instead we will not pay for loss or damage by spoilage in any one occurrence and separately at each premises until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	6	ALL COVERED PROPERTY	A,B	\$ 75,000
1	7	ALL COVERED PROPERTY	A,B	\$ 75,000
1	8	ALL COVERED PROPERTY	A,B	\$ 75,000
1	9	ALL COVERED PROPERTY	A,B	\$ 75,000
1	10	ALL COVERED PROPERTY	A,B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A -- Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B – Contamination by the refrigerant.
3. Coverage C – Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or

reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

The deductible stated in the Deluxe Property Coverage Part Declarations does not apply to loss or damage by spoilage. Instead we will not pay for loss or damage by spoilage in any one occurrence and separately at each premises until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	11	ALL COVERED PROPERTY	A, B	\$ 75,000
1	12	ALL COVERED PROPERTY	A, B	\$ 75,000
1	13	ALL COVERED PROPERTY	A, B	\$ 75,000
1	14	ALL COVERED PROPERTY	A, B	\$ 75,000
1	15	ALL COVERED PROPERTY	A, B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A -- Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B – Contamination by the refrigerant.
3. Coverage C – Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or



reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

The deductible stated in the Deluxe Property Coverage Part Declarations does not apply to loss or damage by spoilage. Instead we will not pay for loss or damage by spoilage in any one occurrence and separately at each premises until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

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**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	16	ALL COVERED PROPERTY	A,B	\$ 75,000
1	20	ALL COVERED PROPERTY	A,B	\$ 75,000
1	22	ALL COVERED PROPERTY	A,B	\$ 75,000
1	23	ALL COVERED PROPERTY	A,B	\$ 75,000
1	26	ALL COVERED PROPERTY	A,B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A -- Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B -- Contamination by the refrigerant.
3. Coverage C -- Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or

reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

The deductible stated in the Deluxe Property Coverage Part Declarations does not apply to loss or damage by spoilage. Instead we will not pay for loss or damage by spoilage in any one occurrence and separately at each premises until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

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**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	27	ALL COVERED PROPERTY	A, B	\$ 75,000
1	28	ALL COVERED PROPERTY	A, B	\$ 75,000
1	30	ALL COVERED PROPERTY	A, B	\$ 75,000
1	31	ALL COVERED PROPERTY	A, B	\$ 75,000
1	32	ALL COVERED PROPERTY	A, B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A -- Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B – Contamination by the refrigerant.
3. Coverage C – Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or

reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

The deductible stated in the Deluxe Property Coverage Part Declarations does not apply to loss or damage by spoilage. Instead we will not pay for loss or damage by spoilage in any one occurrence and separately at each premises until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

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**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	33	ALL COVERED PROPERTY	A,B	\$ 75,000
1	34	ALL COVERED PROPERTY	A,B	\$ 75,000
1	35	ALL COVERED PROPERTY	A,B	\$ 75,000
1	36	ALL COVERED PROPERTY	A,B	\$ 75,000
1	38	ALL COVERED PROPERTY	A,B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A -- Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B -- Contamination by the refrigerant.
3. Coverage C -- Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or

reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

The deductible stated in the Deluxe Property Coverage Part Declarations does not apply to loss or damage by spoilage. Instead we will not pay for loss or damage by spoilage in any one occurrence and separately at each premises until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

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**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	39	ALL COVERED PROPERTY	A, B	\$ 75,000
1	40	ALL COVERED PROPERTY	A, B	\$ 75,000
1	41	ALL COVERED PROPERTY	A, B	\$ 75,000
1	43	ALL COVERED PROPERTY	A, B	\$ 75,000
1	46	ALL COVERED PROPERTY	A, B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A -- Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B -- Contamination by the refrigerant.
3. Coverage C -- Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or



reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

The deductible stated in the Deluxe Property Coverage Part Declarations does not apply to loss or damage by spoilage. Instead we will not pay for loss or damage by spoilage in any one occurrence and separately at each premises until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

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**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	47	ALL COVERED PROPERTY	A, B	\$ 75,000
1	48	ALL COVERED PROPERTY	A, B	\$ 75,000
1	49	ALL COVERED PROPERTY	A, B	\$ 75,000
1	50	ALL COVERED PROPERTY	A, B	\$ 75,000
1	51	ALL COVERED PROPERTY	A, B	\$ 75,000

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A – Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B – Contamination by the refrigerant.
3. Coverage C – Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** – We will pay the reasonable expenses you incur to prevent or

reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

1. Deluxe Property Coverage Form Exclusion B.1.c. (Governmental Action) and as respects Coverage C. of this endorsement, Exclusion B.1.f. (Utility Services) do not apply.

2. The following EXCLUSIONS are added:

We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

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**E. DEDUCTIBLE**

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**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

Prem. Loc. No.	Bldg. No.	Description of Covered Property	Coverage A, B, C	Limits of Insurance
1	52	ALL COVERED PROPERTY	A, B	\$ 75,000
1	53	ALL COVERED PROPERTY	A, B	\$ 75,000
1	54	ALL COVERED PROPERTY	A, B	\$ 75,000
				\$
				\$

**Deductible:** \$ 5,000

**Coverage C – Overhead Transmission Lines** ☐ Included ☒ Excluded

**B. COVERAGE**

We will pay for direct loss or damage from spoilage which occurs at the premises shown in the Schedule to the Covered Property described above which is owned by you or for which you are liable. Spoilage must be caused by the following as stated in the above Schedule.

1. Coverage A – Change in temperature or humidity due to:
  - a. Mechanical breakdown or failure of the refrigeration, cooling, heating or humidity control system;
  - b. Burning out of electrical motors;
  - c. Blowing of fuses or circuit breakers; or
  - d. Failure or malfunction of the equipment or apparatus connecting or controlling such

systems, electric motors or electric power which occurs on or within 1,000 feet of the premises stated in the schedule.

2. Coverage B – Contamination by the refrigerant.
3. Coverage C – Temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system resulting from direct physical loss or damage to utility generating plants, switching stations, substations, transformers, transmission lines and only when so indicated in the Schedule, overhead transmission lines.

**C. ADDITIONAL COVERAGES**

1. **Claim Mitigation Expense** -- We will pay the reasonable expenses you incur to prevent or

reduce loss or damage to the extent that such loss or damage is reduced, but such payment will not increase the applicable Limit of Insurance.

**2. Clean-up and Disposal**

We will pay your expenses to clean-up and dispose of spoiled Covered Property. Payment for Clean-up and Disposal is included within the applicable Limit of Insurance shown in the Schedule.

**D. EXCLUSIONS**

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2. The following EXCLUSIONS are added:

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- b. Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the premises shown in the Schedule; or

- c. Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

**E. DEDUCTIBLE**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**CAUSES OF LOSS – EQUIPMENT BREAKDOWN**

This endorsement modifies insurance provided under the Deluxe Property Coverage Part.

**A. ADDITIONAL COVERED CAUSE OF LOSS – EQUIPMENT BREAKDOWN**

Covered Causes of Loss and "specified causes of loss" are extended to include Equipment Breakdown, meaning a Breakdown to Covered Equipment as defined and limited in this endorsement.

**1. Breakdown**

**a. Breakdown means:**

- (1)** Failure of pressure or vacuum equipment;
- (2)** Mechanical failure, including rupture or bursting caused by centrifugal force; or
- (3)** Electrical failure, including arcing; that causes physical damage to Covered Equipment and necessitates its repair or replacement.

**b. Breakdown does not mean or include:**

- (1)** Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2)** Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (3)** Damage to any vacuum tube, gas tube, or brush;
- (4)** Damage to any structure or foundation supporting the Covered Equipment or any of its parts;
- (5)** The functioning of any safety or protective device; or
- (6)** The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

**c. If an initial Equipment Breakdown causes other Equipment Breakdowns, all will be considered one Equipment Breakdown. All Equipment Breakdowns that manifest themselves at the same time and are the direct result of the same cause will also**

**be considered one Equipment Breakdown.**

**2. Covered Equipment**

**a. Covered Equipment means equipment of a type listed in provision 2.b. below that is:**

**(1) At any of the following locations:**

- (a)** At or within 1,000 feet of the described premises; or
- (b)** At any of the following locations, but only to the extent that coverage for direct physical loss or damage to Covered Property at such locations or for Business Income and/or Extra Expense resulting from direct physical loss or damage to property at such locations is otherwise specifically insured and limited under this Coverage Part:
  - (i)** Newly acquired or constructed property locations, or within 1,000 feet of such locations;
  - (ii)** Undescribed premises; or
  - (iii)** "Dependent property" locations;

**and**

**(2) (a) Owned or leased by you or operated under your control; or**

- (b) Owned or leased by, or operated under the control of others who own, lease or operate the undescribed premises or "dependent property" locations where the insurance provided under this Coverage Part applies;**

**and**

**(3) Not otherwise excluded under provision 2.c. below.**

**b. Covered Equipment includes the following types of equipment:**

- (1)** Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;
- (2)** Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
- (3)** Fiber optic cable.

**c. Covered Equipment does not mean or include any:**

- (1)** Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2)** Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- (3)** Insulating or refractory material;
- (4)** Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors;
- (5)** Catalyst;
- (6)** Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
- (7)** Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube or well casing;
- (8)** Vehicle, aircraft, self-propelled equipment or floating vessel, including any equipment mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel;
- (9)** Dragline, power shovel, excavation or construction equipment including any equipment mounted on or used solely with any dragline, power shovel, excavation or construction equipment;

**(10)** Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment;

**(11)** Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

**(12)** Astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);

**(13)** Computer equipment or electronic data processing equipment unless used to control or operate other equipment that is Covered Equipment;

**(14)** Equipment or any part of such equipment manufactured by you for sale; or

**(15)** Equipment while in the due course of transit.

**B. EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS**

**1. Spoilage**

**a.** Under the Deluxe Property Coverage Form, the insurance that applies to Your Business Personal Property and Personal Property of Others is extended to apply to direct physical loss or damage to such Covered Property that is:

**(1)** Maintained under controlled conditions for its preservation; and

**(2)** Susceptible to loss or damage if the controlled conditions change;

due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration that is caused solely by a Breakdown to Covered Equipment.

Insurance under this Coverage Extension includes the reasonable expense you incur to reduce or avert the spoilage loss or damage, but only to the extent the amount of loss otherwise payable under this Coverage Extension is reduced.

**b.** The most we will pay for loss or damage under this Coverage Extension arising

out of any one Equipment Breakdown is the Spoilage Limit of Insurance shown in the Schedule of this endorsement. This limit is part of and not in addition to the Limit of Insurance that applies to the lost or damaged Covered Property.

- c. We will not pay for any loss or damage under this Coverage Extension that results from your failure to use due diligence and dispatch and all reasonable means to protect the property from spoilage damage following a Breakdown to Covered Equipment.

## 2. Utility Services Property

- a. Subject to provision 2. b. below, Covered Equipment is extended to include equipment, wherever located within the Coverage Territory, that is:

- (1) Owned, operated or controlled by a local public or private utility or distributor that directly generates, transmits, distributes or provides utility services to the described premises; and
- (2) Used to supply water, communication or power services to the described premises.

- b. This Coverage Extension applies:

- (1) Only with respect to; and
- (2) Subject to the Limit(s) of Insurance that apply to;

the insurance, if any, otherwise provided under this Coverage Part for loss or damage caused by an interruption of power or other utility service supplied to the described premises caused by or resulting from a Covered Cause of Loss to the utility services equipment described in 2. a. above.

## C. EQUIPMENT BREAKDOWN EXCLUSIONS

All of the Exclusions that apply to this Coverage Part apply to loss or damage under this endorsement, except as follows:

- 1. Under the Exclusions contained in Section B. of the Deluxe Property Coverage Form, Exclusions 2. a., 2. c. (5) and 2. e. do not apply.
- 2. The following additional Exclusions apply to the insurance provided by this endorsement:

We will not pay for loss or damage caused directly or indirectly by any of the following.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. Lack or excess of power, light, heat, steam or refrigeration. But this Exclusion does not apply to:
  - (1) Business Income coverage or Extra Expense coverage; or
  - (2) The Spoilage Coverage Extension or Utility Services Property Coverage Extension;
- b. Hydrostatic, pneumatic or gas pressure testing of any boiler, fired vessel or electrical steam generator; or
- c. Insulation breakdown testing of any type of electrical or electronic equipment.

## D. EQUIPMENT BREAKDOWN LIMITATIONS

All of the Limitations that apply to this Coverage Part apply to loss or damage under this endorsement, except as follows:

- 1. Under the Limitations contained in Section C. of the Deluxe Property Coverage Form, Limitations 1.a. and 1.b. do not apply.
- 2. The following additional Limitations apply to the insurance provided by this endorsement. These Limitations are included in, and do not increase the applicable Limit(s) of Insurance.

### a. Ammonia Contamination Limitation

The most we will pay for loss or damage to property caused by ammonia contamination that directly results from a Breakdown to Covered Equipment is the Ammonia Contamination Limit of Insurance shown in the Schedule of this endorsement.

This limitation does not apply to Business Income coverage or to Extra Expense coverage.

### b. Hazardous Substance Limitation

If as a direct result of a Breakdown to Covered Equipment, property is damaged, contaminated or polluted by a substance, other than ammonia, that is declared to be hazardous to health by a governmental agency, the Hazardous Substance Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for:

- (1) Any additional expenses you incur to clean up, repair, replace or dispose



of any such property that is Covered Property under this Coverage Part; and

- (2) Any increase in loss of Business Income or Extra Expense due to the additional time required to clean up, repair, replace or dispose of the property, provided Business Income or Extra Expense loss resulting from damage to such property is otherwise insured against under this Coverage Part. Subject to the Hazardous Substance Limit of Insurance, the term "period of restoration", as used in the Business Income and/or Extra Expense insurance provided under this Coverage Part is extended to include this additional period of time.

As used in this Limitation, additional expenses and increase in loss mean expenses and loss incurred beyond the expenses and loss for which we would have been liable had no substance declared to be hazardous to health by a governmental agency been involved.

#### **E. EQUIPMENT BREAKDOWN LIMITS OF INSURANCE**

1. The insurance provided under this endorsement for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense and other coverage Limits of Insurance that otherwise apply under this Coverage Part.
2. Payments under the Equipment Breakdown Coverage Extensions will not increase the applicable Limit(s) of Insurance.

#### **F. EQUIPMENT BREAKDOWN DEDUCTIBLE**

1. Unless otherwise indicated in the Schedule of this endorsement, the insurance provided under this endorsement for loss or damage caused by or resulting from Equipment Breakdown is subject to the deductibles that otherwise apply under this Coverage Part.
2. When one or more separate deductibles are indicated in the Schedule of this endorsement, each such deductible shall be applied separately to the applicable coverage for which the deductible is indicated, as follows:

##### **a. Dollar Deductible**

If a dollar deductible is shown in the Schedule, we will not pay for loss or

damage until the amount of loss or damage to which the deductible applies exceeds the applicable dollar deductible. We will then pay the amount of loss or damage in excess of the dollar deductible, up to the applicable Limit of Insurance.

##### **b. Time Period Deductible**

If a time period deductible is shown in the Schedule, we will not pay for any loss to which the deductible applies that occurs during the specified time period immediately following a Breakdown to Covered Equipment.

##### **c. Average Daily Value Deductible**

If an average daily value deductible is shown in the Schedule, this deductible will be calculated as follows:

- (1) For all of the described premises where you incur Business Income or Extra Expense loss due to a Breakdown to Covered Equipment, determine the total amount of Business Income that would have been earned or incurred by you during the "period of restoration" had no Breakdown to Covered Equipment occurred.
- (2) Divide the amount determined in paragraph (1) by the number of days the business would have been open during the "period of restoration". The result is the average daily value.
- (3) Multiply the average daily value in paragraph (2) by the Multiple of Average Daily Value shown in the Schedule. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

##### **d. Percentage of Loss Deductible**

If a deductible is expressed as a percentage of loss in the Schedule, we will not be liable for the indicated percentage of the gross amount of loss or damage insured under the applicable coverage.

#### **G. EQUIPMENT BREAKDOWN ADDITIONAL CONDITION**

The following Additional Condition applies to the insurance provided under this endorsement:

### **Suspension**

If any Covered Equipment is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance provided by this endorsement for loss or damage caused by or resulting from a Breakdown to that Covered Equipment. This can be done by delivering or mailing a notice of suspension to:

1. Your last known address; or

2. The address where the Covered Equipment is located.

Once suspended in this way, such insurance can only be reinstated by a written endorsement issued by us. If we suspend your insurance, you will get a pro rata refund of premium for that Covered Equipment. But the suspension will be effective even if we have not yet made or offered a refund.

**EQUIPMENT BREAKDOWN SCHEDULE****Limits of Insurance:**

- |                          |   |            |
|--------------------------|---|------------|
| • Spoilage:              | \$25,000 unless a higher amount is shown: | \$ 100,000 |
| • Ammonia Contamination: | \$25,000 unless a higher amount is shown: | \$ 100,000 |
| • Hazardous Substance:   | \$25,000 unless a higher amount is shown: | \$ 100,000 |

**Deductible Exceptions:** Deluxe Property Coverage Part Deductibles apply to loss or damage under this endorsement, except as follows:

**DIRECT DAMAGE TO COVERED PROPERTY (INCLUDING  
SPOILAGE AND AMMONIA CONTAMINATION):** \$ 5,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**RADIOACTIVE CONTAMINATION – BROAD FORM**

This endorsement modifies insurance provided under the following:

**DELUXE PROPERTY COVERAGE FORM**

**A. SCHEDULE**

Prem/ Loc. No.	Bldg. No.	Covered Property Or Income	Limit of Insurance
1	1	ALL COVERED PROPERTY	\$ 100,000
1	2	ALL COVERED PROPERTY	100,000
1	3	ALL COVERED PROPERTY	100,000
1	4	ALL COVERED PROPERTY	100,000
1	5	ALL COVERED PROPERTY	100,000
1	6	ALL COVERED PROPERTY	100,000
1	7	ALL COVERED PROPERTY	100,000
1	8	ALL COVERED PROPERTY	100,000
1	9	ALL COVERED PROPERTY	100,000
1	10	ALL COVERED PROPERTY	100,000
1	11	ALL COVERED PROPERTY	100,000
1	12	ALL COVERED PROPERTY	100,000
1	13	ALL COVERED PROPERTY	100,000
1	14	ALL COVERED PROPERTY	100,000
1	15	ALL COVERED PROPERTY	100,000
1	16	ALL COVERED PROPERTY	100,000
1	20	ALL COVERED PROPERTY	100,000
1	22	ALL COVERED PROPERTY	100,000
1	23	ALL COVERED PROPERTY	100,000
1	26	ALL COVERED PROPERTY	100,000
1	27	ALL COVERED PROPERTY	100,000
1	28	ALL COVERED PROPERTY	100,000
1	30	ALL COVERED PROPERTY	100,000
1	31	ALL COVERED PROPERTY	100,000
1	32	ALL COVERED PROPERTY	100,000

**B.** The following is added as a Covered Cause of Loss for the locations and limits of insurance shown in the above Schedule:

1. Radioactive Contamination, meaning direct physical loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage to the described property.
2. We will not pay for loss or damage caused by or resulting from Radioactive Contamination if:
  - a. The described premises contains:

(1) A nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction; or

(2) Any new or used nuclear fuel intended for or used in such a nuclear reactor.

b. The contamination arises from radioactive material not located at the described premises.

**C.** The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**RADIOACTIVE CONTAMINATION – BROAD FORM**

This endorsement modifies insurance provided under the following:

**DELUXE PROPERTY COVERAGE FORM**

**A. SCHEDULE**

Prem/ Loc. No.	Bldg. No.	Covered Property Or Income	Limit of Insurance
1	33	ALL COVERED PROPERTY	\$ 100,000
1	34	ALL COVERED PROPERTY	100,000
1	35	ALL COVERED PROPERTY	100,000
1	36	ALL COVERED PROPERTY	100,000
1	38	ALL COVERED PROPERTY	100,000
1	39	ALL COVERED PROPERTY	100,000
1	40	ALL COVERED PROPERTY	100,000
1	41	ALL COVERED PROPERTY	100,000
1	43	ALL COVERED PROPERTY	100,000
1	46	ALL COVERED PROPERTY	100,000
1	47	ALL COVERED PROPERTY	100,000
1	48	ALL COVERED PROPERTY	100,000
1	49	ALL COVERED PROPERTY	100,000
1	50	ALL COVERED PROPERTY	100,000
1	51	ALL COVERED PROPERTY	100,000
1	52	ALL COVERED PROPERTY	100,000
1	53	ALL COVERED PROPERTY	100,000
1	54	ALL COVERED PROPERTY	100,000

**B.** The following is added as a Covered Cause of Loss for the locations and limits of insurance shown in the above Schedule:

1. Radioactive Contamination, meaning direct physical loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage to the described property.
2. We will not pay for loss or damage caused by or resulting from Radioactive Contamination if:
  - a. The described premises contains:

(1) A nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction; or

(2) Any new or used nuclear fuel intended for or used in such a nuclear reactor.

b. The contamination arises from radioactive material not located at the described premises.

**C.** The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**UTILITY SERVICES—DIRECT DAMAGE**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. Coverage**

If indicated in the Declarations we will pay for loss or damage to Covered Property at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises, supplying the following services if indicated in the Declarations:

1. **Water Supply Services**, meaning the following types of property supplying water to the described premises:
  - a. Pumping stations; and
  - b. Water mains.
2. **Communication Supply Services**, meaning the following types of property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
  - a. Communication transmission lines, including optic fiber transmission lines;
  - b. Coaxial cables; and
  - c. Microwave radio relays except satellites.

Coverage does not include loss caused by or resulting from loss or damage to overhead

transmission lines unless indicated in the Declarations.

3. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

Coverage does not include loss caused by or resulting from loss or damage to overhead transmission lines unless indicated in the Declarations.

**B. Deductible**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductible stated in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

**C. Limits of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable utility services Limit of Insurance stated in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**UTILITY SERVICES — TIME ELEMENT**

This endorsement modifies insurance provided under the following:

DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)  
DELUXE BUSINESS INCOME COVERAGE FORM (WITHOUT EXTRA EXPENSE)  
DELUXE EXTRA EXPENSE COVERAGE FORM

**A. Coverage**

If indicated in the Declarations we will pay for:

1. Loss of Business Income; or
2. Loss of Extra Expense

at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, located outside of a building described in the Declarations, supplying the following services if indicated in the Declarations:

1. **Water Supply Services**, meaning the following types of property supplying water to the described premises:
  - a. Pumping stations; and
  - b. Water mains.
2. **Communication Supply Services**, meaning the following types of property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
  - a. Communication transmission lines, including optic fiber transmission lines;
  - b. Coaxial cables; and
  - c. Microwave radio relays except satellites.

Coverage does not include loss caused by or resulting from loss or damage to overhead

transmission lines unless indicated in the Declarations.

3. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

Coverage does not include loss caused by or resulting from loss or damage to overhead transmission lines unless indicated in the Declarations.

**B. Deductible**

We will only pay for loss you sustain after the first number of consecutive hours indicated in the Declarations following the direct physical loss or damage to the type of property located outside of a building at a location described in the Declarations to which this endorsement applies.

**C. Limits of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable utility services Limit of Insurance stated in the Declarations.

- D. The ADDITIONAL CONDITION-Coinsurance (if applicable) does not apply to this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**COLLEGES AND SCHOOLS PERSONAL EFFECTS AND  
PROPERTY OF OTHERS**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM

**A. SCHEDULE**

**Option Applicable: 2**

**B. The following Additional Coverage is added:**

**LEGAL LIABILITY COVERAGE - STUDENT  
PERSONAL EFFECTS**

We will pay those sums that you become legally obligated to pay as damages because of direct physical loss or damage to student personal effects, caused by accident and arising out of a Covered Cause of Loss. We will have the right and duty to defend any "suit" seeking these damages.

The most we will pay for loss under this Additional Coverage in any one occurrence is \$50,000.

We may investigate and settle any claim or "suit" at our discretion. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

"Suit" includes an arbitration proceeding to which you must submit or submit with our consent.

**C. If one of the following coverage options is indicated in the Schedule above, coverage for Personal Property of Others and Personal Effects is revised as follows:**

**OPTION 1 - PROPERTY NOT COVERED**

Covered Property does not include Personal Property of Others or Personal Effects. The Coverage Extension - Personal Effects and the Addi-

tional Coverage Legal Liability Coverage - Student Personal Effects (as provided in this endorsement) are deleted.

**OPTION 2 - COVERED PROPERTY EXCESS  
COVERAGE**

If there is other collectible insurance covering the same loss or damage to Personal Property of Others or to Personal Effects, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. We will not pay more than the applicable Limit(s) of Insurance. This Excess Coverage Provision does not apply to the Legal Liability Coverage - Student Personal Effects Additional Coverage (as provided in this endorsement).

**OPTION 3 - COVERED PROPERTY**

Coverage for Personal Property of Others (as stated in the Deluxe Property Coverage Form) applies when a Limit of Insurance is shown in the Declarations. If there is coverage for Personal Property of Others and Legal Liability Coverage - Student Personal Effects (as provided in this endorsement), the maximum amount we will pay for these coverages is the Personal Property of Others Limit of Insurance shown in the Declarations or the \$50,000 in any one occurrence limit for Legal Liability Coverage - Student Personal Effects, whichever is greater.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE**

This endorsement applies to the insurance provided under the following:

### **DELUXE PROPERTY COVERAGE PART**

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured

Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act:

- 7% of your total Deluxe Property Coverage Part premium if your primary location is in a Designated City (as listed below).
- 3% of your total Deluxe Property Coverage Part premium if your primary location is not in a Designated City (as listed below).

### **Designated Cities are:**

Albuquerque, NM	El Paso, TX	Miami, FL	San Diego, CA
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Antonio, TX
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	
Detroit, MI	Mesa, AZ	Sacramento, CA	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT****GREEN BUILDING COVERAGE ENHANCEMENTS**

This endorsement modifies insurance provided under the following:

DELUXE PROPERTY COVERAGE FORM  
 DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)  
 DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) – COLLEGES AND SCHOOLS  
 DELUXE BUSINESS INCOME COVERAGE FORM (WITHOUT EXTRA EXPENSE)  
 DELUXE EXTRA EXPENSE COVERAGE FORM  
 DELUXE EXTRA EXPENSE COVERAGE FORM – COLLEGES AND SCHOOLS

**SCHEDULE**

Green Building Alternatives – Increased Cost Percentage: 2 %

**A. DEFINITIONS**

As used in this endorsement:

1. **"Green"** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.
2. **"Green Authority"** means a recognized authority on green building or green products, materials or processes.

**B. CHANGES TO THE DELUXE PROPERTY COVERAGE FORM**

1. The following coverages are added to Section A.4., **Additional Coverages**:

- a. **Green Building Alternatives – Increased Cost**

- (1) If direct physical loss or damage by a Covered Cause of Loss occurs to a Covered Building, we will pay for:

- (a) The reasonable additional cost you incur to repair or replace the lost or damaged portions of the building using products or materials that:

- (i) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "Green Authority"; and

- (ii) Are otherwise of comparable quality and function to the damaged property;

and

- (b) The reasonable additional cost you incur to employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "Green Authority".

- (2) The insurance provided under this Additional Coverage applies only if replacement cost valuation applies to the lost or damaged building and then only if the building is actually repaired or replaced as soon as reasonably possible after the loss or damage.

- (3) The insurance provided under this Additional Coverage does not apply to any building that has been vacant for more than 60 consecutive days before the loss or damage occurs.

Under this Additional Coverage, a building is considered vacant when less than 31% of its square footage is:

- (a) Rented to a lessee or sub-lessee and used by the lessee or sub-

lessee to conduct its customary operations; or

- (b) Used by the building owner to conduct customary operations.
- (4) The most we will pay for the additional cost incurred with respect to each building in any one occurrence under this Additional Coverage is determined by multiplying:
  - (a) The Green Building Alternatives – Increased Cost Percentage shown in the Schedule of this Endorsement; times
  - (b) The lesser of:
    - (i) The amount we would otherwise pay for the direct physical loss of or damage to the building, prior to application of any applicable deductible; or
    - (ii) The value you reported to us for the building, as stated on the latest Statement of Value or other documentation on file with us prior to the loss or damage.

This is additional insurance.

**b. Green Building Reengineering and Recertification Expense**

- (1) If, as a result of direct physical loss or damage by a Covered Cause of Loss to a Covered Building, the pre-loss level of "green" building certification by a "Green Authority" on the building is lost, we will pay for the following reasonable additional expenses you incur to re-attain the pre-loss level of "green" building certification from that "Green Authority":
  - (a) The reasonable additional expense you incur to hire a qualified engineer or other professional required by the "Green Authority" to be involved in:
    - (i) Designing, overseeing or documenting the repair or replacement of the lost or damaged building; or

- (ii) Testing and recalibrating the systems and mechanicals of the lost or damaged building to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer;

and

- (b) The reasonable registration and recertification fees charged by the "Green Authority".
- (2) This Additional Coverage applies to the additional expenses described above that you incur to achieve the pre-loss level of "green" building certification in accordance with the standards of the "Green Authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.
- (3) The most we will pay in any one occurrence under this Additional Coverage for:
  - (a) All expenses incurred with respect to each building is 5% of the sum of:
    - (i) The amount we pay for the direct physical loss of or damage to the building, including any amount paid under the Green Building Alternatives – Increased Cost Additional Coverage; and
    - (ii) The deductible amount applied to the loss payment for direct physical loss or damage to the building;
  - (b) All expenses incurred, regardless of the number of buildings involved, is \$25,000.

This is additional insurance.

**2. The following coverage is added to Section A.5., Coverage Extensions:**

**Vegetative Roofs**

- a. When this policy covers Building(s), you may extend the insurance that applies to

Covered Buildings to apply to direct physical loss of or damage to vegetative roofs on the Covered Buildings caused by or resulting from a Covered Cause of Loss.

**b. Under the Deluxe Property Coverage Form, the:**

- (1)** Exclusion of trees, shrubs, plants and lawns outside of buildings under paragraph **p.** of Section **A.3.**, Property and Costs Not Covered; and
- (2)** The insurance provided for trees, shrubs, plants and lawns outside of buildings under the Outdoor Property Coverage Extension in Section **A.5.f.**;

do not apply to vegetative roofs.

**c. All of the exclusions that apply to loss or damage to Buildings apply to loss or damage to vegetative roofs on such buildings. In addition, we will not pay for loss or damage to vegetative roofs caused by or resulting from:**

- (1)** Dampness or dryness of atmosphere;
- (2)** Changes in or extremes of temperature; or
- (3)** Rain, snow, sand, dust, ice or sleet.

**d. The insurance provided under this Extension is included in, and does not increase, the Limit of Insurance that applies to the building that the vegetative roof is on.**

**3. The following provision is added to the Loss Payment Loss Condition in Section F.4.:**

Except as specifically provided under the:

- a. Green Building Alternatives – Increased Costs Additional Coverage; and**
- b. Green Building Reengineering and Recertification Expense Additional Coverage;**

the cost to repair, rebuild or replace does not include any increased cost incurred to re-attain a pre-loss level of "green" building certification from a "Green Authority".

**C. CHANGES TO THE DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE), THE DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) –**

**COLLEGES AND SCHOOLS, THE DELUXE BUSINESS INCOME COVERAGE FORM (WITHOUT EXTRA EXPENSE), THE DELUXE EXTRA EXPENSE COVERAGE FORM AND THE DELUXE EXTRA EXPENSE COVERAGE FORM – COLLEGES AND SCHOOLS**

**1. The following coverage is added to Section A.3., Additional Coverages:**

**Green Building Alternatives – Increased Period of Restoration**

If direct physical loss or damage by a Covered Cause of Loss occurs to a building at the described premises, coverage is extended to include the amount of actual and necessary loss you sustain during the reasonable and necessary increase in the "period of restoration" that is incurred to:

**a. Repair or replace the lost or damaged portions of the building using products or materials that:**

- (1)** Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "Green Authority"; and
- (2)** Are otherwise of comparable quality and function to the damaged property;

and

**b. Employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "Green Authority";**

subject to a maximum of 30 additional days from the date the "period of restoration" would otherwise have ended.

This Additional Coverage is included in, and does not increase, the applicable Limit of Insurance.

**2. Under the DEFINITIONS in:**

- a. Section H. of the DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE), the DELUXE BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE) – COLLEGES AND SCHOOLS and the DELUXE BUSINESS INCOME COVERAGE**

**FORM (WITHOUT EXTRA EXPENSE);**  
and

- b. Section E. of the **DELUXE EXTRA EXPENSE COVERAGE FORM** and the **DELUXE EXTRA EXPENSE COVERAGE FORM – COLLEGES AND SCHOOLS**;

the following is added to the definition of "period of restoration":

"Period of restoration" does not include any increased period required to re-attain a pre-loss level of "green" building certification from a "Green Authority". But this does not apply to any increase in the "period of restoration" otherwise insured under the Green Building Alternatives – Increased Period of Restoration Additional Coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT****FUNGUS, WET ROT OR DRY ROT AND OTHER  
CAUSES OF LOSS CHANGES**

This endorsement modifies insurance provided under the Deluxe Property Coverage Part.

**A. SCHEDULE****Limited "Fungus", Wet Dry or Dry Rot Coverage:**

**Direct Damage – Increased Limit of Insurance \$ 115,000**

**Business Income/Extra Expense – Increased Number of Days**

- B.** The EXCLUSIONS contained in Section **B.** of the Deluxe Property Coverage Form are amended as follows. These changes apply to all coverages under the Deluxe Property Coverage Part that are subject to these exclusions.

- 1.** The following exclusion is added to Section **B.1.:**

**"Fungus", Wet Rot or Dry Rot**

- a.** We will not pay for loss or damage, or any increase in the amount of loss or damage, caused directly or indirectly by or resulting from the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot.

But if "fungus", wet rot or dry rot results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1)** When "fungus", wet rot or dry rot results from fire or lightning; or
- (2)** To the extent that coverage is provided in the Limited "Fungus", Wet Rot or Dry Rot Coverage in **b.** below with respect to loss or damage by a cause of loss other than fire or lightning.

- b.** Limited "Fungus", Wet Rot or Dry Rot Coverage

- (1)** The coverage described in **b.(2)** and **b.(3)** below only applies when the "fungus", wet rot or dry rot is the result of a "specified cause of loss", other than fire or lightning, that oc-

curs during the policy period, and only if all reasonable means have been used to save and preserve the property from further damage at the time of and after the occurrence of the "specified cause of loss".

- (2)** Limited "Fungus", Wet Rot or Dry Rot Coverage – Direct Damage

- (a)** We will pay for direct physical loss or damage to Covered Property caused by "fungus", wet rot or dry rot, including:

- (i)** The cost of removal of the "fungus", wet rot or dry rot;
- (ii)** The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet rot or dry rot; and
- (iii)** The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot or dry rot are present.

- (b)** The coverage described in **(2)(a)** above is limited to \$15,000 unless an Increased Limit of Insurance is indicated in the Schedule of this endorsement for Limited "Fungus", Wet Rot or Dry Rot Coverage – Direct Damage. Regardless of the number of claims,

this limit is the most we will pay for the total of all loss or damage under this coverage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet rot or dry rot, we will not pay more than a total of this annual limit even if the "fungus", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

- (c) The coverage provided under this Limited "Fungus", Wet Rot or Dry Rot Coverage – Direct Damage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet rot or dry rot, and other loss or damage, we will not pay more for the total of all loss or damage than the applicable Limit of Insurance on the Covered Property.
- (d) If there is covered loss or damage to Covered Property that is not caused by "fungus", wet rot or dry rot, loss payment will not be limited by the terms of this Limited "Fungus", Wet Rot or Dry Rot Coverage – Direct Damage, except to the extent that "fungus", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited "Fungus", Wet Rot or Dry Rot Coverage – Direct Damage.
- (3) Limited "Fungus", Wet Rot or Dry Rot Coverage – Business Income and Extra Expense  
The following Limited "Fungus", Wet Rot or Dry Rot Coverage provisions for Business Income and Extra Expense apply only if Business Income and/or Extra Expense coverage ap-

plies to the described premises and only if the suspension of "operations" satisfies all of the terms of the applicable Business Income and/or Extra Expense coverage:

- (a) If the loss which results in the "fungus", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension of "operations" is necessary due to loss or damage to property at the described premises caused by "fungus", wet rot or dry rot, then our payment for Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- (b) If a covered suspension of "operations" is caused by loss or damage at the described premises by other than "fungus", wet rot or dry rot, but remediation of "fungus", wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay, regardless of when such a delay occurs during the "period of restoration", but such coverage is limited to 30 days. The days need not be consecutive.

When an Increased Number of Days is indicated in the Schedule of this endorsement for Limited "Fungus", Wet Rot or Dry Rot Coverage – Business Income and Extra Expense, the "30 days" in paragraphs (3)(a) and (3)(b) above is deleted and replaced by the number of days indicated in the Schedule.

The coverage provided under this Limited "Fungus", Wet Rot or Dry Rot Coverage – Business Income and Extra Expense is included in, and does not increase the applicable Business Income and/or Extra Expense Limit of Insurance.

- (4) The terms of this Limited "Fungus", Wet Rot or Dry Rot Coverage do not

increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder or Molten Material Damage Coverage Extension or the coverage provided for collapse of buildings or structures under the Collapse of Buildings exclusion.

**2.** The exclusions contained in Section **B.2.** are amended as follows:

**a.** Under exclusion **B.2.c.(2)**, reference to fungus is deleted.

**b.** The following exclusion is added:

We will not pay for loss or damage caused by or resulting from:

**(1)** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 days or more; or

**(2)** Water, other liquids, or powders that leak or flow from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

**(a)** You do your best to maintain heat in the building or structure; or

**(b)** You drain the equipment and shut off the supply if the heat is not maintained.

**C.** The following is added to the LIMITATIONS contained in Section **C.** of the Deluxe Property Coverage Form. This change applies to all coverages under the Deluxe Property Coverage Part that are subject to these limitations:

We will not pay for loss of or damage to, or any loss that is a consequence of loss or damage to the interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

**a.** The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

**b.** The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

Any portion of a building or structure that is within the exterior-facing surface material of a building or structure shall constitute the interior of that building or structure.

**D.** The DEFINITIONS contained in Section **I.** of the Deluxe Property Coverage Form are amended as follows. These definition changes apply wherever such defined terms are used in the Deluxe Property Coverage Part.

**1.** The definition of "Specified Causes of Loss" is deleted and replaced by the following:

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects as limited below; weight of snow, ice or sleet; and water damage as defined below; all only as otherwise insured against in this Coverage Part.

**a.** Falling objects does not include loss or damage to:

**(1)** Personal property in the open; or

**(2)** The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object. Any portion of a building or structure that is within the exterior-facing surface material of a building or structure shall constitute the interior of that building or structure.

**b.** Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

When the Causes of Loss – Earthquake endorsement, Causes of Loss – Earthquake Sprinkler Leakage endorsement or Causes of Loss – Broad Form Flood endorsement is included in this policy, "specified causes of loss" also includes such cause of loss, but



## DELUXE PROPERTY

only to the extent such cause of loss is insured against under this Coverage Part.

**2.** The following definition is added:

"Fungus" means any type or form of fungus, including but not limited to mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**E.** Under:

- 1.** The Ordinance or Law Coverage in Section **A.4.f.** of the Deluxe Property Coverage Form;
- 2.** Ordinance or Law Coverage endorsement DX T3 39;
- 3.** The Ordinance or Law – Increased "Period of Restoration" Additional Coverage in Section **A.3.f.** of the Deluxe Business Income Coverage Form (And Extra Expense) and the Deluxe Business Income Coverage Form (Without Extra Expense);
- 4.** The Ordinance or Law – Increased "Period of Restoration" Additional Coverage Extension

in Section **A.3.d.** of the Deluxe Extra Expense Coverage Form; and

- 5.** Any other Ordinance or Law coverage or Ordinance or Law Increased "Period of Restoration" coverage provided under this Coverage Part;

the following exclusion is added:

This coverage does not apply to:

- a.** Loss caused by or resulting from the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot; or
- b.** Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus", wet rot or dry rot.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELUXE PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT**

**ELECTRONIC VANDALISM LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**DELUXE PROPERTY COVERAGE PART**

When included in this policy, this endorsement also modifies insurance provided under the COMMERCIAL INLAND MARINE COVERAGE PART.

**SCHEDULE**

**Electronic Vandalism Limit of Insurance,**  
aggregate in any 12-month period of this policy: **\$ 10,000** unless a higher limit is shown: \$

This endorsement limits the insurance provided under this policy for direct physical loss or damage caused by or resulting from "electronic vandalism" and for loss that is a consequence of such direct physical loss or damage.

**A. LIMITATION – ELECTRONIC VANDALISM**

The following LIMITATION is added:

The most we will pay for all loss or damage caused directly or indirectly by or resulting from "electronic vandalism" in any one policy year, commencing with the inception date of this endorsement, is the Electronic Vandalism Limit of Insurance shown in the Schedule of this endorsement. This limit:

1. Applies regardless of the number of locations, items or types of property or coverages or Coverage Forms involved; and
2. Is part of, and does not increase the Limits of Insurance provided under this policy.

But if "electronic vandalism" results in a "specified cause of loss", other than vandalism, this limitation will not apply to the resulting loss or damage caused by that "specified cause of loss".

**B. ELECTRONIC VANDALISM MINIMUM DEDUCTIBLE**

The following deductible provision is added and applies to all coverages, including Extra Expense:

The DEDUCTIBLE provisions of this policy continue to apply. But in no event will the total of all applicable deductible amounts applied in any one occurrence of "electronic vandalism" be less than \$1,000.

**C. ELECTRONIC VANDALISM DEFINED**

"Electronic Vandalism", as used in this endorsement means:

1. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
2. Unauthorized computer code or programming that:
  - a. Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
  - b. Replicates itself, impairing the performance of computers or computer systems or networks; or
  - c. Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

## GENERAL LIABILITY





One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART DECLARATIONS**

**POLICY NO.:** Y-630-1086N48A-COF-09  
**ISSUE DATE:** 03-09-09

**INSURING COMPANY:**

**THE CHARTER OAK FIRE INSURANCE COMPANY**

**DECLARATIONS PERIOD:** From 02-01-09 to 02-01-10 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE:**

<b>COMMERCIAL GENERAL LIABILITY COVERAGE FORM</b>	<b>LIMITS OF INSURANCE</b>
General Aggregate Limit (Other than Products-Completed Operations)	\$ 5,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit (any one premises)	\$ 1,000,000
Medical Expense Limit (any one person)	\$ 5,000

**2. AUDIT PERIOD: ANNUAL**

**3. FORM OF BUSINESS: CORPORATION**

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE  
PART ARE ATTACHED AS A SEPARATE LISTING.**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

## DECLARATIONS PREMIUM SCHEDULE

POLICY NUMBER: Y-630-1086N48A-COF-09

This Schedule applies to the Declarations for the period of 02-01-09 to 02-01-10

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

OPN NO.	LOC/ BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
MINIMUM PREMIUMS						
	LOB			\$250		
		GENERAL LIABILITY COMPOSITE- EDUCATIONAL INSTITUTIONS				
		82000 EACH	COMBINED	T PUPIL	2,118 13.790	29,207
	1/ 1	GARAGEKEEPERS INSURANCE				
008		75491	PREM/OPS			750
		INCREASED LIMITS-FIRE DAMAGE LEGAL LIABILITY				
006		39001	FIRE DMGE			1,750
		ABUSE OR MOLESTATION COVERAGE-OCCURRENCE				
004		73600	PREM/OPS			1,500
		PSYCHOLOGICAL COUNSELORS PROFESSIONAL LIABILITY				
005		82262	PREM/OPS			500
		PASTORS PROFESSIONAL LIABILITY				
002		96074	PREM/OPS	T EACH PERSON	5	500
		COVERAGE PART TOTAL				
						34,207

\*This class is subject to the prem/ops transition program.

☐ If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG T0 12.

## KEY TO DECLARATIONS PREMIUM SCHEDULE

### ABBREVIATIONS:

CLASS DESCRIPT – means CLASS DESCRIPTION

LOC/BLDG NO. – means LOCATION/BUILDING NUMBER

OPN NO. – means OPERATION NUMBER

PREM/OPS – means PREMISES/OPERATIONS

PROD/C-OPS – means PRODUCTS/COMPLETED OPERATIONS

### PREMIUM BASE:

Key Letter	Premium Base	How Rates Apply
a	Area	per 1,000 square feet
c	Total Cost	per \$1,000 of total cost
m	Admissions	per 1,000 admissions
o	Total Operating Expense	per \$1,000 of total operating expenditures
p	Payroll	per \$1,000 of payroll
s	Gross Sales	per \$1,000 of gross sales
t	(see note* below)	(see note* below)
u	Units	per unit

\* Premium base t applies for a number of rarely used premium bases. The specific base and how rates apply are shown with the Class Description on the DECLARATIONS-PREMIUM SCHEDULE.

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COVERAGE FORM  
CG 00 01 10 01**

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
  - d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
    - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
    - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
    - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such

premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the

"bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding

to, or assessing the effects of, "pollutants".

## **COVERAGE C MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

### **d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### **e. Athletics Activities**

To a person injured while taking part in athletics.

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

### **h. War**

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment

## COMMERCIAL GENERAL LIABILITY

interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b.** This insurance applies to such liability assumed by the insured;
- c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f.** The indemnitee:

**(1)** Agrees in writing to:

- (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
- (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c)** Notify any other insurer whose coverage is available to the indemnitee; and
- (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2)** Provides us with written authorization to:

**(a)** Obtain records and other information related to the "suit"; and

**(b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a.** We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b.** The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

### SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.



2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
 you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person

or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as *advance premium* is a *deposit premium only*. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in **a.** above;
    - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property

damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  11. "Loading or unloading" means the handling of property:
    - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
    - b. While it is in or on an aircraft, watercraft or "auto"; or
    - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical

## COMMERCIAL GENERAL LIABILITY

device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
  - (a)** Snow removal;
  - (b)** Road maintenance, but not construction or resurfacing; or
  - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**13. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1)** Products that are still in your physical possession; or
  - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a)** When all of the work called for in your contract has been completed.
    - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c)** When that part of the work done at a job site has been put to its intended

use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
  - a. An arbitration proceeding in which such damages are claimed and to which the insured

must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.**

**21. "Your product":**

**a. Means:**

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

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**b. Includes:**

**(1)** Warranties or representations made at any time with respect to the fitness, qual-

ity, durability, performance or use of "your work", and

**(2)** The providing of or failure to provide warnings or instructions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF COVERAGE – POLLUTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

Paragraph **f.(2) Pollution**, Part 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

**(2)** Any loss, cost or expense arising out of any:

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, re-

move, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(b)** Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursu-

ant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CORPORAL PUNISHMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion a. of paragraph 2., Exclusions of COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is replaced by the following:

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student or pupil administered by or at the direction of any insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BOATS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Watercraft:**

PER SCHEDULE ON FILE WITH COMPANY

**Additional Premium:**

\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule. legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization

POLICY NUMBER: Y-630-1086N48A-COF-09

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 03-09-09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PASTORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **LIMITS OF INSURANCE**

Aggregate Limit \$ 5,000,000

Each Counseling Incident Limit \$ 1,000,000

#### **POSITIONS COVERED NAMED POSITION:**

CLERGY

#### **NUMBER OF PERSONS IN THE POSITION:**

1

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the **COMMON POLICY CONDITIONS, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which is amended to apply to this insurance, **SECTION II – WHO IS AN INSURED**, as amended by Paragraph 3. of this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** (as amended by Section 5. of this endorsement), the **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**, and the **DEFINITIONS** Section, as amended by Paragraph 6. of this endorsement.

#### **1. INSURING AGREEMENT**

We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of the rendering of or failure to render, during the policy period, pastoral counsel-

ing services. The injury must be caused by a "counseling incident". The "counseling incident" must take place in the "coverage territory".

We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for a "counseling incident" to which this insurance does not apply. We may at our discretion investigate any "counseling incident" and settle any claim or "suit". But:

- a. the amount we will pay for damages is limited as described in Section 4. **LIMITS OF INSURANCE**; and,
- b. our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

## 2. EXCLUSIONS

This insurance does not apply to:

- a. "bodily injury" to an employee of the insured arising out of and in the course of employment by the insured.
- b. any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. liability assumed by an insured under any contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of a "counseling incident", provided:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- d. injury arising out of:
- (1) the rendering of or failure to render medical, radiological, surgical, dental, or nursing services or treatments, including shock therapy.
  - (2) the prescription, utilization, furnishing or dispensing of drugs, or medical, dental or nursing supplies or appliances.
  - (3) the services by any insured as a member of a professional board or professional society.
  - (4) the activities of any insured as a proprietor, superintendent, officer, director, shareholder or employee of any: hospital; sanitarium; clinic with bed and board facilities; nursing home; laboratory; professional counseling organization which charges a fee for counseling services; or other business enterprise.
  - (5) the performance of any counseling services related to financial matters.

- (6) the performance by any insured of a criminal or fraudulent act.
  - (7) any actual or alleged conduct of a sexual nature by any insured.
  - (8) "personal injury".
  - (9) the commitment of a person to a psychiatric institution, unless the commitment was made in full compliance with the laws or statutes of the state in which the commitment was made.
- e. Any claim for which the insured is entitled to reimbursement and/or payment by another insurer because:
- (1) the other insurer provided a policy or policies which expired prior to the effective date of this endorsement; and
  - (2) notice was given to the other insurer of a circumstance which might give rise to a claim under their policy.

## 3. WHO IS AN INSURED

With respect to the insurance provided by this endorsement, **SECTION II – WHO IS AN INSURED** is amended as follows:

- (a) Any person occupying a position shown in the SCHEDULE of this endorsement is an insured, and
- (b) Paragraphs 2.a. (1)(a) and 2.a. (1) (d) do not apply to any person occupying a position shown in the SCHEDULE of this endorsement, employed by you,

but only while occupying a position shown in the Schedule and only for pastoral counseling services provided in the course and scope of employment by you.

## 4. LIMITS OF INSURANCE

The Limits of Insurance shown in the SCHEDULE above in this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) claims made or "suits" brought; or
  - (3) persons or organizations making claims or bringing "suits".
- b. Aggregate Limit is the most we will pay for damages for all claims made or "suits" brought for injury arising out of all "counseling incidents" to which this endorsement applies.

- c. Each Counseling Incident Limit is the most we will pay for damages due to claims or "suits" arising out of any one "counseling incident", subject to 4.b. above.
- d. With respect to the limit described in c. above, any causally connected series of "counseling incidents", will be considered one "counseling incident".
- e. The limits of this insurance apply separately to each consecutive annual period, and to any remaining period of less than 12 months, starting with the beginning of the endorsement period unless the endorsement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

## 5. CONDITIONS

As respects the insurance provided by this endorsement, Section IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.** is replaced by the following:

### 2. Duties In The Event Of Counseling Incident, Claim Or Suit.

- a. You must see to it that we or any of our authorized agents are notified as soon as practicable of a "counseling incident" which may result in a claim. Notice should include:
  - (1) how, when and where the injury took place;
  - (2) the names and addresses of any injured persons and witnesses;
  - (3) the nature of any injury arising out of the "counseling incident."
- b. If a claim is received by any insured you must:
  - (1) immediately record the specifics of the claim and the date received; and
  - (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.
- c. You and any other involved insured must:
  - (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) authorize us to obtain records and other information;
- (3) cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make payment, assume any obligation, or incur any expense without our consent.
- e. Notice given by or on behalf of any insured, or written notice by or on behalf of the injured person or any other claimant, to any of our authorized agents, with particulars sufficient to identify the insured, is considered to be notice to us.

## 6. DEFINITIONS

Only as respects the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended as follows:

- a. The definitions of "coverage territory" and "suit" are deleted and replaced by the following:
  - (1) "Coverage territory" means the United States of America, including its territories and possessions.
  - (2) "Suit" means a civil proceeding in which damages because of injury caused by "counseling incidents" to which this insurance applies are alleged. "Suit" includes:
    - (a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- b. The following Definition is added:
  - (1) "Counseling incident" means any act or omission in the furnishing of pastoral counseling services. Any act or omission together with all related acts or omissions in the furnishing of these services to any one person is one "counseling incident".

POLICY NUMBER: Y-630-1086N48A-COF-09

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 03-09-09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GARAGEKEEPERS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Location  
No.**

1/ 1

Coverages	Limit of Insurance
<input checked="" type="checkbox"/> Comprehensive	\$ 250,000 MINUS \$ 1,000 DEDUCTIBLE
<input type="checkbox"/> Specified Cause of Loss	FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ 1,000 MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT
<input checked="" type="checkbox"/> Collision	\$ 250,000 MINUS \$ 1,000 DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"

**Location  
No.**

Coverages	Limit of Insurance
<input type="checkbox"/> Comprehensive	\$ MINUS \$ DEDUCTIBLE
<input type="checkbox"/> Specified Cause of Loss	FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT
<input type="checkbox"/> Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"

**Location  
No.**

Coverages	Limit of Insurance
<input type="checkbox"/> Comprehensive	\$ MINUS \$ DEDUCTIBLE
<input type="checkbox"/> Specified Cause of Loss	FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT
<input type="checkbox"/> Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"

**Location  
No.**

Coverages	Limit of Insurance
<input type="checkbox"/> Comprehensive	\$ MINUS \$ DEDUCTIBLE
<input type="checkbox"/> Specified Cause of Loss	FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT
<input type="checkbox"/> Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"

**Location  
No.**

Coverages	Limit of Insurance
<input type="checkbox"/> Comprehensive	\$ MINUS \$ DEDUCTIBLE
<input type="checkbox"/> Specified Cause of Loss	FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT
<input type="checkbox"/> Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



## COMMERCIAL GENERAL LIABILITY

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the **COMMON POLICY CONDITIONS, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which is amended to apply to this insurance, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**, and the **DEFINITIONS** Section, as amended by **PROVISION A.** of this endorsement.

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "X":

### DIRECT COVERAGE OPTIONS

☐ **EXCESS INSURANCE.** If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other insured's legal liability for "loss" to a "customer's auto" and is excess over any other collectible insurance regardless of whether the other insurance covers your or any other insured's interest or the interest of the "customer's auto" owner.

☒ **PRIMARY INSURANCE.** If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other insured's legal liability for "loss" to a "customer's auto" and is primary insurance.

This insurance provides only those coverages where a limit of liability and a premium amount is shown in the Schedule above for that coverage.

### PROVISIONS

#### A. WORDS AND PHRASES WITH SPECIAL MEANING

As used in this GARAGEKEEPERS COVERAGE endorsement:

1. "Customer's Auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any "customer's auto" while left with you for service, repair, storage, parking or safekeeping. Customers include your "employees" and members of their households who pay for services performed.
2. "Garage Operations" means the ownership, maintenance or use of locations for the purpose of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage Operations" also include all operations necessary or incidental to the performance of garage operations.

3. "Work you performed" includes work that someone performed for you.
4. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

#### B. WE WILL PAY

1. We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:
  - a. Comprehensive Coverage. From any cause except:
    - (1) The "customer's auto" collision with another object; or
    - (2) The "customer's auto" overturn.
  - b. Specified Causes of Loss Coverage. Caused by:
    - (1) Fire, lightning or explosion;
    - (2) Theft; or
    - (3) Mischief or vandalism.
  - c. Collision Coverage. Caused by:
    - (1) The "customer's auto" collision with another object; or
    - (2) The "customer's auto" overturn.
2. We will have the right and duty to defend any insured against a "suit" seeking these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### C. WE WILL NOT COVER – EXCLUSIONS

1. This insurance does not apply to any of the following:
  - a. **Contractual Operations.** Liability resulting from any contract or agreement by which the insured accepts responsibility for "loss".
  - b. **Theft.** "Loss" due to theft or conversion caused in any way by you, your "employees", or by your partners, members, directors or shareholders.
  - c. **Defective Parts.** Defective parts or materials.

- d. **Faulty Work.** Faulty "work you performed".
- 2. We will not pay for "loss" to any of the following:
  - a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
  - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
  - c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
  - d. Equipment designed or used for the detection or location of radar.

#### D. WHO IS AN INSURED

The following are insureds for "loss" to "customer's autos":

- 1. You.
- 2. Your partners, "employees", directors or shareholders while acting within the scope of their duties as such.
- 3. If you are designated in the Declarations as an individual, your spouse is an insured, but only with respect to the conduct or a business of which you are the sole owner.
- 4. If you are designated in the Declarations a partnership or joint venture, your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
- 5. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 6. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

#### E. LIMIT OF INSURANCE AND DEDUCTIBLE

- 1. Regardless of the number of "customer's autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule above for that location

minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.

- 2. The maximum deductible stated in the Schedule above for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.
- 3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.
- 4. Any deductible will apply only to the amount of "loss" and will not reduce our limit of liability.
- 5. The Garagekeepers Coverage Limits are additional limits and do not reduce the per occurrence or aggregate limits under the **COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

#### F. LOSS CONDITIONS

##### 1. Appraisal For Garagekeepers Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### 2. Loss Payment – Garagekeepers Coverage

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "customer's auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

- 1.** The following is added to Paragraph **a. Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a.** The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b.** The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- 2.** The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
- 3.** The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLLEGES AND SCHOOLS – STUDENT NURSES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- 1. THE FOLLOWING IS ADDED TO PARAGRAPH 1. OF COVERAGE A. (SECTION I):**  
"Bodily injury" arising out of the rendering or failure to render professional services as a student nurse shall be deemed to be caused by an "occurrence."  
  
For the purpose of determining the limits of insurance for coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence."
- 2. The Coverage provided by this Endorsement only applies to acts or omissions by your students while acting as student nurses as part of their educational requirements with you.**
- 3. The following is added to Section II – Who Is An Insured:**  
Any person while acting as a student nurse as part of their educational requirements with you.
- 4. The coverage afforded the insured by this endorsement will be in excess over any other valid and collectible insurance available to the insured.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLLEGES AND SCHOOLS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <p><b>A.</b> Broadened Definition of Insured</p> <p><b>B.</b> Damage To Premises Rented To You Extension</p> <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> <p><b>C.</b> Blanket Waiver of Subrogation</p> <p><b>D.</b> Amendment Of Coverage Territory (Limited Worldwide Coverage)</p> <p><b>E.</b> Incidental Medical Malpractice</p> <p><b>F.</b> Personal Injury – Assumed by Contract</p> <p><b>G.</b> Extension of Coverage – Bodily Injury</p> <p><b>H.</b> Injury to Co-Employees and Co-Volunteer Workers</p> <p><b>I.</b> Aircraft Chartered with Crew</p> | <p><b>J.</b> Extension of Watercraft Coverage</p> <ul style="list-style-type: none"> <li>• Nonowned increased from 25 feet to 50 feet</li> <li>• Owned non-submersibles covered:               <ul style="list-style-type: none"> <li>- less than 26 feet and 125 HP</li> <li>- rowing shell or scull regardless of length</li> </ul> </li> </ul> <p><b>K.</b> Increased Supplementary Payments</p> <ul style="list-style-type: none"> <li>• Cost for bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> <p><b>L.</b> Knowledge and Notice of Occurrence or Offense</p> <p><b>M.</b> Unintentional Omission</p> <p><b>N.</b> Reasonable Force – Bodily Injury or Property Damage</p> |
|---|---|

### **PROVISIONS**

#### **A. BROADENED DEFINITION OF INSURED**

WHO IS AN INSURED (Section II) is amended as follows:

1. Any subsidiary over which you maintain ownership or majority interest is a Named Insured, but only if you owned or controlled it on the effective date of this policy. However, coverage for any such subsidiary will cease, as of the date during the policy period that you no longer own or control such subsidiary.
2. Each of the following is also an insured:
  - a. Your trustees, board members or commissioners, but only with respect to their duties as your trustees, board members or commissioners.
  - b. Any person while acting as a student teacher as part of their educational requirements with you.
  - c. With respect to liability arising out of your operations or premises owned by or rented to you, any person or organization

for whom you agreed in writing to provide insurance, provided the "bodily injury" or "property damage" occurred subsequent to the execution of the agreement.

This policy will afford such person or organization the lesser of the limits of insurance stated below:

- (1) The limits of insurance you agreed to provide; or
- (2) The limits of insurance of this policy.

#### **B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION**

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;

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- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

- 2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

- 3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
  - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
- 4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you,

or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

- 5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

### C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

### D. AMENDMENT OF COVERAGE TERRITORY (LIMITED WORLDWIDE COVERAGE)

- 1. The definition of "coverage territory" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world, excluding any country or jurisdiction which at the time of the "occurrence" or offense is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America, but not including any country or jurisdiction in which the insured's activities are specifically permitted by any governmental entity of the United States of America, if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in **1.a.** above;
  - (2) The activities of a person whose home is in the territory described in **1.a.** above, or any of the named insured's students who reside on or about the named insured's campus, but is away for a short time on your business or school activities;
  - (3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication; or
  - (4) The ownership, maintenance or use of any premises you acquire or control, or your operations. However, this provision applies only to premises exposures or operations exposures which exist for 60 or less days, unless you report such premises or operations to us within 60 days of your acquisition of such premises or your commencement of such operations.
2. With respect to claims or "suits" caused by an "occurrence" within the "coverage territory" described in **1.c.** above, the following conditions apply:
- a. The coverage afforded hereunder shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.
  - b. This insurance is not a substitute for "compulsory admitted insurance" in any jurisdiction described in **1.c.** above, whether or not this insurance would qualify as "compulsory admitted insurance" in a given jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted insurance".
- You agree to maintain "compulsory admitted insurance" at the limits required by law. Your failure to do so will not invalidate the coverage afforded by this endorsement, but we will only be liable to the same extent we would have been li-

able had you maintained "compulsory admitted insurance".

"Compulsory admitted insurance" means insurance that is:

- (1) Required to be in-force to satisfy the legal requirements of a given jurisdiction; and
  - (2) Issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located.
- c. With respect to defending you against, or the investigation or settlement of, any claim or "suit" brought against you, the following will apply:
- (1) The provision of the Insuring Agreement reading "We will pay....." in Part **1.** of COVERAGE A. and COVERAGE B. (Section **I** – Coverages) is amended to read "We will indemnify the insured for.....";
  - (2) You must arrange to defend yourself against, and investigate or settle, any claim or "suit";
  - (3) You will not make any settlement without our consent;
  - (4) We will pay expenses incurred with our consent;
  - (5) We may, at our discretion, participate in defending you against, or in the settlement of, any claim or "suit".
3. This Provision **D.** does not apply to "personal injury" or "advertising injury" if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

#### **E. INCIDENTAL MEDICAL MALPRACTICE**

1. The definition of "bodily injury" in DEFINITIONS (Section **V**) is amended to include "Incidental Medical Malpractice Injury".
  2. The following definition is added to DEFINITIONS (Section **V**):
- "Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

## COMMERCIAL GENERAL LIABILITY

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
  - c. First aid; or
  - d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of WHO IS AN INSURED (Section II) does not apply to any nurse practitioner, registered nurse, licensed practical nurse, emergency medical technician, paramedic or athletic trainer employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
- (This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision E. does not apply to any "incidental medical malpractice injury" services for which coverage is excluded by endorsement.
7. The insurance provided by this Provision E. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

## F. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The **Contractual Liability** Exclusion in Part 2., **Exclusions** of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

### **Contractual Liability**

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
3. This Provision F. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

## G. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

## H. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your



"employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs **2.a.(1)(a), (b) and (c)** and **3.a.** of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

**I. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):  
(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision I. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision I. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

**J. EXTENSION OF WATERCRAFT COVERAGE**

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:  
(2) A watercraft you do not own that is:  
  - (a) Fifty feet long or less; and
  - (b) Not being used to carry persons or property for a charge;
2. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVER-

**AGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):**

(This exclusion does not apply to:) Any non-submersible watercraft you own that is not used to carry persons or property for a charge and that is:

- (a) Less than 26 feet long and, if powered, is powered by no more than a 125 HP motor; or
  - (b) A rowing shell or scull regardless of length.
3. This Provision J. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
  4. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

**K. INCREASED SUPPLEMENTARY PAYMENTS**

Parts **b.** and **d.** of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part **b.** the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Part **d.** the amount we will pay for loss of earnings is increased to \$500 a day.

**L. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

## COMMERCIAL GENERAL LIABILITY

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision L. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

### **M. UNINTENTIONAL OMISSION**

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision M. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

### **N. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

#### **Expected or Intended Injury or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLLEGES AND SCHOOLS – INTERNS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured any student who is enrolled in a course of study with you and who is performing an internship or practicum as a required part of his or her educational curriculum with you.

However, no student intern is an insured for:

**(1) "Bodily injury" to:**

- a)** A co-student or your "employee" arising out of and in the course of their internship or practicum for you; or

- b)** You, or if you are a partnership or joint venture, any partner or member thereof;

**(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:**

- a)** A co-student or your "employee"; or
- b)** You, or if you are a partnership or joint venture, any partner or member thereof;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT – NON CUMULATION OF EACH  
OCCURRENCE LIMIT OF LIABILITY and  
NON CUMULATION OF PERSONAL and ADVERTISING  
INJURY LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- 1. Paragraph 5 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:**

Non cumulation of Each Occurrence Limit -- If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".
- 2. Paragraph 4 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:**

Non cumulation of Personal and Advertising Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal Injury and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF COVERAGE TERRITORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

1. Wherever it appears in this policy, the definition of "coverage territory" in DEFINITIONS (Section V) is deleted and replaced by the following:  
"Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of "personal injury", "advertising injury" or "web site injury" offenses that take place through the internet or similar electronic means of communication; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.
2. Provision 1.c. does not apply if:
  - a. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement; or
  - b. Web XTEND – Liability Coverage is not provided under this policy.
3. For the purposes of this endorsement, "web site injury" means injury, other than "personal injury" or "advertising injury", arising out of one or more of the following offenses:
  - a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
  - b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life;
  - c. Oral, written or electronic publication of material that violates a person's right of publicity, provided that claim is made or "suit" is brought by the person claiming rights of publicity; or
  - d. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PSYCHOLOGICAL COUNSELING PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE:**

Covered Positions:

**PSYCHOLOGIST**

**SOCIAL WORKER**

### **PROVISIONS**

1. The following is added to paragraph 1. of COVERAGE A. (Section I):

f. "Bodily Injury" which arises out of a "counseling incident" shall be deemed to be caused by an "occurrence". But

(1) The last date of the "counseling incident" must occur during the policy period;

(2) The "counseling incident" must occur in the course of "psychological counseling services" provided by a "psychological counselor" who is acting within the scope of their employment by you and while occupying a position shown in the Schedule; and

(3) For the purpose of determining the Limits of Insurance applicable to the coverage provided by this endorsement, any act or omission together with all related or subsequent acts or omissions in the furnishing of these services to any one person shall be deemed one "counseling incident" and one "occurrence".

### **2. EXCLUSIONS**

The insurance provided by this endorsement does not apply to:

a. "Bodily injury" arising out of:

(1) "psychological counseling services", furnished to any person other than an employee or student of the named insured.

(2) the rendering of or failure to render medical, radiological, surgical, dental, or nursing service or treatments, including shock

therapy, other than directed by a physician and in the normal practice as a "psychological counselor".

(3) the prescribing, utilization, furnishing or dispensing of drugs or medical, dental, or nursing supplies or appliances, other than directed by a physician and in the normal practice of providing "psychological counseling services".

(4) any actual, alleged or threatened sexual or physical abuse or molestation, by anyone of any person while receiving "psychological counseling services".

(5) The negligent employment, investigation, supervision, reporting to the proper authorities, or failure to report, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (4) above.

(6) the commitment of a person to a psychiatric institution, unless the commitment was made in full compliance with the laws or statutes of the state in which the commitment was made.

(7) liability that is covered, or would be covered but for the exhaustion of limits, under any other policy.

b. "Bodily injury" caused by a "psychological counselor" whose license or certification has been suspended, revoked, surrendered, or is otherwise not in effect.

3. With respect to the insurance provided by this endorsement, SECTION II – WHO IS AN INSURED is amended as follows:

## COMMERCIAL GENERAL LIABILITY

(a) Any "psychological counselor" employed by you is an insured, and

(b) Paragraphs 2.a. (1)(a) and 2.a. (1) (d) do not apply to any "psychological counselor" employed by you,

but only while occupying a position shown in the Schedule and only for "psychological counseling services" provided in the course and scope of employment by you.

### 4. DEFINITIONS

The following definitions apply to the insurance provided by this endorsement:

a. "Counseling incident" means any act or omission in the furnishing of "psychological counseling services" by you or others for whom

you are liable. Any act or omission together with all related or subsequent acts or omissions in the furnishing of these services to any one person is one "counseling incident".

b. "Psychological counseling services" means consultation or communication between a "psychological counselor" and another person, where the "psychological counselor" offers psychological, emotional and behavioral guidance, support and advice.

c. "Psychological counselor" means an insured who is licensed, certified or accredited as a psychologist or emotional counselor or therapist specializing in clinical psychology and whose position is listed in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WEB XTEND LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### PROVISIONS

Paragraph **o. Personal And Advertising Injury**, Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

**o. Personal Injury, Advertising Injury and Web Site Injury**

"Bodily injury" arising out of "personal injury", "advertising injury" or "web site injury".

**COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced by the following:

**COVERAGE B. PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY**

**1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury", "advertising injury" or "web site injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury", "advertising injury", or "web site injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly

provided for under Supplementary Payments – Coverages A and B.

**b. This insurance applies to:**

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; or
- (3) "Web site injury" caused by an offense committed in the course of the visual or audio presentation of material on "your web site" or in the numerical expression of computer code used to enable "your web site";

but only if the offense was committed in the "coverage territory" during the policy period.

With respect to subparagraph **b. (1)** above, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

**2. Exclusions.**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal injury", "advertising injury" or "web site injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury", "advertising injury" or "web site injury".

**b. Material Published With Knowledge Of Falsity**

"Personal injury", "advertising injury" or "web site injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.



**c. Material Published Prior To Policy Period**

"Personal injury", "advertising injury" or "web site injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal injury", "advertising injury" or "web site injury" arising out of a criminal act committed by or with the consent of the insured.

**e. Contractual Liability**

"Personal injury", "advertising injury" or "web site injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) "Personal injury" liability assumed in a contract or agreement that is an "insured contract", provided the "personal injury" arises out of an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged; or

- (2) "Personal injury", "advertising injury" or "web site injury" that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Advertising injury" or "web site injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" or "web site injury" arising out of the failure of goods, products or services to conform with any statement of quality

or performance made in the course of advertising your goods, products or services.

**h. Wrong Description Of Prices**

"Advertising injury" or "web site injury" arising out of the wrong description of the price of goods, products or services.

**i. Insureds In Media And Internet Type Businesses**

"Personal injury", "advertising injury" or "web site injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the "personal injury" definition under **SECTION V – DEFINITIONS** of this endorsement.

For the purposes of this exclusion, bulletins, financial or annual reports, or newsletters that are not published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters will not be considered publishing.

**j. Electronic Chatrooms Or Bulletin Boards**

"Personal injury", "advertising injury" or "web site injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**k. Unauthorized Use Of Another's Name Or Product**

"Personal injury", "advertising injury" or "web site injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers.

**l. Pollution**

"Personal injury", "advertising injury" or "web site injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**m. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".

**n. Dishonest, Fraudulent Or Malicious Acts**

"Web site injury" arising out of dishonest, fraudulent, criminal or malicious acts, errors or omissions committed by any insured, or by anyone for whom the insured is legally responsible, whether acting alone or with others.

**o. Web Site Intellectual Property**

"Web site injury" committed by any insured whose business is providing access to intellectual property of others via "your web site".

**p. Employment-Related Practices**

"Web site injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **p.(1)(a)(b)** or **(c)** above is directed.

This exclusion applies:

- (i) Whether the insured may be held liable as an employer or in any other capacity; and

- (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** (Section I – Coverages) is amended as follows:

1. Paragraph **2.d.** is deleted and replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

2. The third sentence of Paragraph 2. is deleted and replaced by the following:

Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph **2.e.(1)** of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

The introductory sentence of paragraph 2. a. (1) Section II – Who Is An Insured is deleted and replaced by the following:

2. a. (1) "Bodily injury", "personal injury" or "web site injury";

Section II – Who Is An Insured, paragraph 4. c., is deleted and replaced by the following:

4. c. Coverage B does not apply to "personal injury", "advertising injury" or "web site injury" arising out of an offense committed before you acquired or formed the organization.

**SECTION III – LIMITS OF INSURANCE**

**SECTION III – Limits Of Insurance, paragraph 4,** is deleted and replaced by the following:

4. Subject to 2. above, the Personal, Advertising and Web Site Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury", "advertising injury" and all "web site injury" sustained by any one person or organization.

## SECTION V – DEFINITIONS

### ADVERTISEMENT

The definition of **"Advertisement"** (SECTION V – DEFINITIONS) is deleted in its entirety.

### COVERAGE TERRITORY

The definition of **"Coverage Territory"** (SECTION V – DEFINITIONS) is deleted in its entirety and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business; or
  - (3) "Personal injury", "advertising injury", and "web site injury" offenses that take place through the Internet or similar electronic means of communication; and

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

### INSURED CONTRACT

The first paragraph of part f. of the definition of **"Insured Contract"** (SECTION V – DEFINITIONS) is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

### PERSONAL AND ADVERTISING INJURY

The definition of **"Personal and advertising injury"** (SECTION V – DEFINITIONS) is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

- a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or
- c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
- e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

### SUIT

The definition of **"Suit"** (SECTION V – DEFINITIONS) is deleted in its entirety and replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury", "advertising injury" or "web site injury" to

which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

The following definitions are added to **SECTION V – DEFINITIONS**

**WEB SITE INJURY**

"Web site injury" means injury, other than "personal injury" or "advertising injury", arising out of one or more of the following offenses:

- a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or

whose goods, products or services have allegedly been disparaged;

- b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life;
- c. Oral, written or electronic publication of material that violates a person's right of publicity, provided that claim is made or "suit" is brought by the person claiming rights of publicity; or
- d. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

**YOUR WEB SITE**

"Your web site" means all computer files and data which may be accessed via the Internet using a Universal Resource Locator that includes any domain name owned by or assigned to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED ABUSE OR MOLESTATION LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Abuse Or Molestation Aggregate Limit</b>	<b>\$ 2,000,000</b>
<b>Each Abuse Or Molestation Offense Limit</b>	<b>\$ 1,000,000</b>

### **PROVISIONS**

- A.** The following is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

#### **Abuse Or Molestation**

"Bodily injury" arising out of any act of "abuse or molestation".

- B.** The following is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal Injury And Advertising Injury Liability:

#### **Abuse Or Molestation**

"Personal injury" arising out of any act of "abuse or molestation".

- C.** The following is added to Section I – Coverages:

### **COVERAGE – ABUSE OR MOLESTATION LIABILITY**

#### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any "abuse or molestation offense" and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage – Abuse Or Molestation Liability.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b.** This insurance applies to "bodily injury" or "personal injury" caused by an "abuse or molestation offense" arising out of your business but only if the "abuse or molestation offense" was committed in the "coverage territory" during the policy period. An "abuse or molestation offense" involving multiple, continuous, sporadic or related acts of "abuse or molestation" will be deemed to have been committed on the date the first of such acts is committed, regardless of when such acts are actually committed.

#### **2. Exclusions**

This insurance does not apply to:

##### **a. Directed Or Knowingly Allowed Acts**

"Bodily injury" or "personal injury" arising out of an "abuse or molestation offense" committed at the direction of the insured or that the insured knowingly allowed to happen.

##### **b. Failure To Report**

"Bodily injury" or "personal injury" arising out of a failure by the insured having knowledge of an act of "abuse or moles-

## COMMERCIAL GENERAL LIABILITY

tation" to comply with any applicable federal, state or local law, ordinance or regulation which requires the reporting of such act.

### c. Known History

"Bodily injury" or "personal injury" arising out of the employment, or the use as a "volunteer worker", of a person who had a history of committing "abuse or molestation" of which the insured had knowledge:

- (1) Before or during that person's employment or use as a "volunteer worker"; and
- (2) Before that person committed the "abuse or molestation offense".

### d. Sexual Harassment

"Bodily injury" or "personal injury" arising out of "sexual harassment".

### e. Known Prior Acts

"Bodily injury" or "personal injury" arising out of any act in an "abuse or molestation offense" if any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "abuse or molestation offense" or claim was aware of such act prior to the effective date of this Coverage – Abuse Or Molestation Liability.

### f. Contractual Liability

"Bodily injury" or "personal injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "personal injury" is caused by an "abuse or molestation offense" committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages

because of "bodily injury" or "personal injury", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### g. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

### h. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

### D. The following replaces the title SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of Section I – Coverages:

#### SUPPLEMENTARY PAYMENTS

### E. The following is added to Section II – Who Is An Insured:

None of the following is an insured for "bodily injury" or "personal injury" caused by an "abuse or molestation offense":

- a. Any "perpetrator".
- b. Any person or organization that has been added to your policy as an additional insured, or any employee, leased worker, agent, representative or volunteer worker of such per-

son or organization. However, if you have agreed in a "written contract requiring insurance" to include such person or organization as an additional insured on this Coverage Part, such person or organization is an insured, but only to the extent that the "bodily injury" or "personal injury" is caused by an "abuse or molestation offense" arising out of your business. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

In the event that the Abuse Or Molestation Aggregate Limit or the Each Abuse Or Molestation Offense Limit exceeds the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

- c. Any of your independent contractors, or any employee, leased worker, agent, representative or volunteer worker of such independent contractor.

**F. The following is added to Section III – Limits Of Insurance:**

The Abuse Or Molestation Aggregate Limit is the most we will pay for the sum of all damages under Coverage – Abuse Or Molestation Liability. This limit is in addition to, and not included within, the General Aggregate Limit set forth in Paragraph 2. of Section III – Limits Of Insurance.

Subject to the Abuse Or Molestation Aggregate Limit, the Each Abuse Or Molestation Offense Limit is the most we will pay under Coverage – Abuse Or Molestation Liability for the sum of all damages because of "bodily injury" and "personal injury" arising out of any one "abuse or molestation offense". This limit is in addition to, and not included within, the Each Occurrence Limit set forth in Paragraph 5. of Section III – Limits Of Insurance and the Personal and Advertising Injury Limit set forth in Paragraph 4. of Section III – Limits Of Insurance.

**G. The following is added to Paragraph 4. of Section IV – Commercial General Liability Conditions:**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverage – Abuse Or Molestation Liability, this insurance for Coverage – Abuse Or Molestation Liability is primary. However, this insurance for Coverage –

Abuse Or Molestation Liability is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

If this insurance for Coverage – Abuse Or Molestation Liability is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by one of the following methods:

- (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

However, if you specifically agree in a "written contract requiring insurance" that the insurance provided to any person or organization as an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance for Coverage – Abuse Or Molestation Liability is primary to other insurance that is available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But this insurance for Coverage – Abuse Or Molestation Liability still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

When this insurance for Coverage – Abuse Or Molestation Liability is excess, we will have no duty under Coverage – Abuse Or Molestation Liability to defend the insured against any "suit" if any provider of other insurance has a duty to defend the insured against that "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

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We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

**H.** The following is added to Section **V** – Definitions:

"Abuse or molestation" means any illegal or offensive physical act or contact committed by any "perpetrator" against any person who is:

- a. Under 18 years of age;
- b. Legally incompetent; or
- c. In the care, custody or control of any insured and is physically or mentally incapable of consenting to such physical act or contact.

"Abuse or molestation offense" means a single act of "abuse or molestation", or multiple, continuous, sporadic or related acts of "abuse or molestation", committed by:

- a. One "perpetrator"; or
- b. Two or more "perpetrators" acting together.

All such acts of "abuse or molestation" will be deemed to be one "abuse or molestation offense", regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

"Perpetrator" means any of the following persons who actually or allegedly commit any illegal or offensive physical act or contact:

- a. You or your spouse, if you are an individual;
- b. Your partners or members, or their spouses, if you are a partnership or joint venture;
- c. Your managers or members, if you are a limited liability company;
- d. Your "executive officers" or directors, if you are an organization other than a partnership, joint venture or limited liability company;
- e. Your "employees" or "volunteer workers"; or
- f. Any other person acting together with any of the persons described in Paragraphs **a.** through **e.** above.

"Sexual harassment" means illegal or offensive non-physical acts, or verbal comments, of a sexual nature.

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" or the "personal injury" is caused by an "abuse or molestation offense" committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. During the policy period.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage:**

**2. Exclusions**

This insurance does not apply to:

**Fungi or Bacteria**

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi or Bacteria**

- a.** "Personal injury" or "advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF COVERAGE – PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### **PROVISIONS**

The definition of "property damage" in **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

"Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed

to occur at the time of the "occurrence" that caused it.

"Property damage" does not include loss of or damage to "electronic media and records".

As used in this definition, "electronic media and records" means:

- a.** Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- b.** Data stored on such media; or
- c.** Programming records for electronic data processing or electronically controlled equipment.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1)** A person arising out of any:
  - (a)** Refusal to employ that person;
  - (b)** Termination of that person's employment; or
  - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal injury" to:

- (1)** A person arising out of any:
  - (a)** Refusal to employ that person;
  - (b)** Termination of that person's employment; or
  - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – CAMPS OR CAMPGROUNDS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to the operation of any camp or campground by you or on your behalf:

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

If the camp or campground owns or operates an infirmary with facilities for lodging and treatment, this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" caused by:

**1. The rendering or failure to render:**

- a.** Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

- b.** Any health or therapeutic service, treatment, advice or instruction;

- c.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming; or

- 2.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

- 3.** The handling or treatment of dead bodies.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage C – Medical Payments:**

We will not pay expenses for "bodily injury" to any camper.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNSOLICITED COMMUNICATIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or "website injury" arising out of unsolicited communications by or on behalf of any insured. Unsolicited communications means any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone, in which the

recipient has not specifically requested the communication. Unsolicited communications also include but are not limited to communications which are made or allegedly made in violation of the Telephone Consumer Protection Act and any amendments, and/or local or state statutes that bar, prohibit or penalize such communications.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MOBILE EQUIPMENT REDEFINED EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### PROVISIONS

- A. Exclusion g. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages) is deleted and replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### **B. SECTION V – DEFINITIONS**

The definition of "auto" (paragraph 2.) is deleted and replaced by the following:

**2. "Auto" means:**

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

The definition of "mobile equipment" is deleted and replaced by the following:

- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

## COMMERCIAL GENERAL LIABILITY

- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached

equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

### C. WHO IS AN INSURED

Paragraph 3. of SECTION II – Who Is An Insured is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – MEDICAL PAYMENTS TO CHILDREN  
DAY CARE CENTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of Coverage C – MEDICAL PAYMENTS (Section I – Coverages):

We will not pay expenses for "bodily injury" to any child enrolled in a day care center.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
CATASTROPHE UMBRELLA POLICY

### **PROVISIONS**

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;

2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
3. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION—DISCRIMINATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

- 1. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** – is amended by adding the following additional exclusion:

(This Insurance does not apply to:)

"Bodily injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

- 2. COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** – is amended by adding the following additional exclusion:

(This insurance does not apply to:)

"Personal injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – WAR**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Exclusion i. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions:**

This insurance does not apply to:

**i. War**

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war; or
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions:**

This insurance does not apply to:

**War**

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war; or
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION--ATHLETIC PARTICIPANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

This insurance does not apply to "bodily injury" to any person engaged in athletic, exercise, or sports activities you sponsor or which are conducted on premises you own, rent or control.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ASBESTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
CATASTROPHE UMBRELLA POLICY

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

- a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ABUSE AND MOLESTATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

#### **Abuse Or Molestation**

"Bodily injury" arising out of any act of "abuse or molestation".

- B.** The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal Injury And Advertising Injury Liability:

#### **Abuse Or Molestation**

"Personal injury" arising out of any act of "abuse or molestation".

- C.** The following definitions are added to Section V – Definitions:

"Abuse or molestation" means any illegal or offensive physical act or contact committed by any "perpetrator" against any person who is:

- a.** Under 18 years of age;
- b.** Legally incompetent; or

- c.** In the care, custody or control of any insured and is physically or mentally incapable of consenting to such physical act or contact.

"Perpetrator" means any of the following persons who actually or allegedly commit any illegal or offensive physical act or contact:

- a.** You or your spouse, if you are an individual;
- b.** Your partners or members, or their spouses, if you are a partnership or joint venture;
- c.** Your managers or members, if you are a limited liability company;
- d.** Your "executive officers" or directors, if you are an organization other than a partnership, joint venture or limited liability company;
- e.** Your "employees" or "volunteer workers"; or
- f.** Any other person acting together with any of the persons described in Paragraphs **a.** through **e.** above.

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PENNSYLVANIA CHANGES – SWIMMING POOL CHEMICAL COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

\$	N/A	EACH OCCURRENCE BODILY INJURY
\$	N/A	EACH OCCURRENCE PROPERTY DAMAGE
\$	1,000,000	EACH OCCURRENCE, BODILY INJURY AND PROPERTY DAMAGE COMBINED
\$	2,000,000	AGGREGATE

#### PROVISIONS

1. With respect to the use of "swimming pool chemicals", paragraphs (1)(a) and (1)(d) of Exclusion f. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – COVERAGES) do not apply if:
  - a. You are certified, or your "employees" performing swimming pool maintenance operations are certified or registered by a federal or state agency to use "swimming pool chemicals"; or
  - b. Your noncertified or nonregistered "employees" are performing swimming pool maintenance operations under the instruction and control of a certified applicator who is physically present at any premises, site or location at which such swimming pool maintenance operations are being performed.
2. With respect to the insurance provided under paragraph 1. of this endorsement, the following is added to LIMIT OF INSURANCE (Section III):
  - a. The limit shown in the Schedule above as aggregate is the most we will pay for all dam-

ages because of "bodily injury" and/or "property damage" which arises out of the use of "swimming pool chemical".

- b. Subject to the limit of insurance shown as aggregate, the limit shown in the Schedule above as Each Occurrence is the most we will pay for damages because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as applicable, and arising out of any one "occurrence" which involves the use of "swimming pool chemicals".

3. The following definition is added to DEFINITIONS Section V:

"Swimming pool chemicals" means those pesticides, fungicides, insecticides, disinfectants and antibacterial agents which are used in the normal and usual cleaning and maintenance of a swimming pool.

**EMPLOYEE BENEFITS  
LIABILITY**



**EMPLOYEE BENEFITS  
LIABILITY**



One Tower Square, Hartford, Connecticut 06183

**EMPLOYEE BENEFITS LIABILITY  
COVERAGE PART DECLARATIONS**

**POLICY NO.:** Y-630-1086N48A-COF-09  
**ISSUE DATE:** 03-09-09

**INSURING COMPANY:**

**THE CHARTER OAK FIRE INSURANCE COMPANY**

**DECLARATIONS PERIOD:** From 02-01-09 to 02-01-10 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE**

**Employee Benefits Liability  
Coverage Form**

**Limits of Insurance**

Aggregate Limit	\$ 2,000,000
Each Employee Limit	\$ 1,000,000

**2. AUDIT PERIOD: ANNUAL**

**3. FORM OF BUSINESS: CORPORATION**

**4. RETROACTIVE DATE:**

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: 02-01-1995

**5. EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII—DEFINITIONS:**

**6. DEDUCTIBLE:**

\$ NONE EACH EMPLOYEE

**7. PREMIUM COMPUTATION:**

Estimated No. of Employees	Rate Per Employee	Estimated Premium	Minimum Premium
250	.320	\$ 300	\$ 300

**8. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

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# EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

## THIS FORM PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII – DEFINITIONS.

### SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error, or omission must be committed in the "administration" of your "employee benefit program." No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy expires. The negligent act, error or omission must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:
  - (1) The amount we will pay for damages is limited as described in SECTION III – LIMITS OF INSURANCE;
  - (2) We may at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result; and
  - (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. This insurance applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the policy period.

- (1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.

- (2) All claims for damages sustained by any one employee, including the employee's dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

#### 2. Exclusions

This insurance does not apply to:

- a. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
- b. "Bodily injury" or "property damage" or "personal injury";
- c. Loss arising out of failure of performance of contract by any insured;
- d. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
- e. Any claim or suit based upon:
  - (1) failure of any investment to perform as represented by any insured, or

## COMMERCIAL GENERAL LIABILITY

- (2) advice given to any person to participate or not to participate in any plan included in the "employee benefit program";
- f. Loss arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
  - g. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended; or
  - h. Loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, notwithstanding the insured's act, error or omission in administering the plan which precluded the claimant from receiving such benefits.
- 3. Supplementary Payments**
- We will pay, with respect to any claim or "suit" we defend:
- a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
  - d. All costs taxed against the insured in the "suit."
  - e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we made an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured.
  - c. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insureds, but only with respect to their liability as your directors or stockholders.
2. Each of the following is also an insured:
  - a. Each of your partners, executive officers and employees who is authorized to administer your "employee benefit program."
  - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire, or form the organization or the end of the policy period, whichever is earlier:
  - b. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

## SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits."
  - d. Acts, errors or omissions which result in loss; or

- e. Plans included in your "employee benefit program";
- 2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV – DEDUCTIBLE

- 1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in Item 6 of the Declarations as applicable to "Each Employee." The limits of insurance applicable to "Each Employee" will be reduced by the amount of this deductible. The Aggregate limit shall not be reduced by the application of such deductible amount.
- 2. The deductible amount stated in the Declarations applies to all damages sustained by an employee because of an act, error or omission covered by this insurance.
- 3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend any "suits" seeking those damages; and
  - b. Your duties in the event of an act, error or omission claim, or suit apply irrespective of the application of the deductible amount.
- 4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS

##### 1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### 2. Duties In the Event Of Act, Error or Omission, Claim or Suit.

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. Notice should include:

- (1) What the act, error or omission was and when it occurred.
- (2) The names and addresses of any employees who may suffer damages as a result of the act, error or omission.

Notice of an act, error or omission is not notice of a claim.

- b. If a claim is received by any insured you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damage to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

##### 3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

## COMMERCIAL GENERAL LIABILITY

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance.

This insurance is primary except when paragraph 4. of Section VI – Extended Reporting Periods applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

#### b. Method of Sharing.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

### 7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against who claim is made or "suit" is brought.

### 8. Transfer of Rights of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. Cancellation, Non-renewal, Renewal and Reduction or Deletion of Coverage:

The following conditions also apply to this Coverage Part:

All conditions relating to cancellation, non-renewal, renewal, and reduction or deletion of coverage which would apply to a Commercial General Liability Coverage Part attached to this policy.

## SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide an automatic Extended Reporting Period as described in paragraph 3. or, if you

purchase it, an Extended Reporting Period Endorsement as described in paragraph 4, only if:

- a. This Coverage Part is cancelled or not renewed for any reason; or
  - b. We renew or replace this Coverage Part with other insurance that has a Retroactive Date later than the one shown in this Coverage Part's Declarations.
2. If we provide an Extended Reporting Period, the following is added to paragraph 1.b. of INSURING AGREEMENT – SECTION I:
- (3) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the policy period.

3. The automatic Extended Reporting Period will be for 60 days, starting with the end of the policy period of this policy.

This automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance.

This automatic Extended Reporting Period may not be cancelled.

4. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for one year, starting with the end of the policy period of this policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:

- a. Makes a written request for it which we receive within 60 days after the end of the policy period; and
- b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.

The Extended Reporting Period Endorsement will also amend paragraph 4.a. of SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS

(Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

5. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limits of Insurance available under this Coverage Part for future payment of damages; and
  - d. Other related factors.

The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

## SECTION VII – DEFINITIONS

1. "Administration" means:
  - a. Counseling employees, including their dependents and beneficiaries, with respect to the "employee benefit program";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting or terminating any employee's participation in a plan included in the "employee benefit program."
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
4. "Employee" means your officers, partners and employees whether actively employed, disabled or retired.
5. "Employee benefit program" means the following plans:
  - a. Group life insurance, group accident or health insurance, "profit sharing plans," pension plans and "stock subscription plans," provided that no one other than an employee may subscribe to such insurance or plans;



- b. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - c. Any other similar plan designated in the Declaration or added thereto by endorsement.
- 6. "Personal injury" means injury other than "bodily injury," arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
- 7. "Profit sharing plans" mean only such plans that are equally available to all full time employees.
- 8. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property that is not physically injured.
- 9. "Stock subscription plans" mean only such plans that are equally available to all full time employees.
- 10. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – EBL**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

### **PROVISIONS**

This coverage part is amended as follows:

1. Under Section I—EMPLOYEE BENEFITS LIABILITY COVERAGE—Exclusion 2.c. is amended to read as follows:
  - c. Loss arising out of failure of performance of contract by any insurer;
2. Under Section II—WHO IS AN INSURED—Item 1.b. is replaced by the following:
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – IRC VIOLATIONS**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

### **PROVISIONS**

This insurance does not apply to:

- a.** Any taxes, fines, interest, penalties or other cost imposed under, or resulting from, any provision of the Internal Revenue Code of 1986, as amended, or any similar state or local law; or
- b.** Any expense, loss or damages (i) arising out of the imposition of such taxes, fines, interest, penalties or other charges or (ii) resulting from any provision of the Internal Revenue Code of 1986, as amended.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL EXCLUSION--  
EMPLOYEE BENEFITS LIABILITY**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

**PROVISIONS**

This insurance does not apply to loss arising out of:

1. The wrongful termination of an employee;
2. The coercion, demotion, reassignment, discipline, or harassment of an employee;
3. Discrimination against an employee.

**COMMERCIAL INLAND MARINE**



## COMMERCIAL INLAND MARINE



One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL INLAND MARINE  
COVERAGE PART DECLARATIONS**

**POLICY NO.:** Y-630-1086N48A-COF-09  
**ISSUE DATE:** 03-09-09

**INSURING COMPANY:**  
THE CHARTER OAK FIRE INSURANCE COMPANY

**DECLARATIONS PERIOD:** From 02-01-09 to 02-01-10 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Inland Marine Coverage Part consists of these Declarations, the Commercial Inland Marine Conditions Form and the Coverage Forms shown below.

**COLLEGES AND SCHOOLS PROPERTY FLOATER COVERAGE**

<b>1. TYPE OF PROPERTY, LIMITS OF INSURANCE AND DEDUCTIBLE:</b>	<b>Limit of Insurance</b>
A. Cameras, including related equipment and accessories.	\$
B. Musical instruments, related equipment and accessories, including band uniforms.	\$
C. Scenery, costumes and theatrical property.	\$
D. Athletic equipment and related equipment, including athletic uniforms.	\$
E. Mobile Equipment	\$
F. Other (please describe) MISCELLANEOUS N.O.C. SCHEDULED ITEMS	\$ 191,850

**Deductible:** \$ 1,000

NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

CM TO 19 04 91

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BDD02 OFFICE: BLUE BELL

06Z

## COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

**POLICY NO.: Y-630-1086N48A-COF-09**  
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**DECLARATIONS PERIOD:** From 02-01-09 to 02-01-10 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Inland Marine Coverage Part consists of these Declarations, the Commercial Inland Marine Conditions Form and the Coverage Forms shown below.

**COLLEGES AND SCHOOLS FINE ARTS COVERAGE FORM**

**1. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:**

Item No.	Description of Property	Limit of Insurance
001	FINE ARTS	\$ 438,840
		\$
		\$
		\$
		\$
		\$
		\$
	Total	\$ 438,840
All Other Covered Property Not Specifically Described Above		\$

**Deductible: \$ 1,000**

NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

CM TO 20 04 91

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BDD02

OFFICE: BLUE BELL

06Z



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# COMMERCIAL INLAND MARINE COVERAGE PART

The following indicates the contents of the principal forms which may be attached to your policy.

It contains no reference to the Declarations or Endorsements which also may be attached.

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# COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

## LOSS CONDITIONS

### A. Abandonment

There can be no abandonment of any property to us.

### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible,

set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

### D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than

their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**G. Pair, Sets Or Parts**

**1. Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**H. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

**GENERAL CONDITIONS**

**A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

**B. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**E. Policy Period, Coverage Territory**

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

# COLLEGES AND SCHOOLS FINE ARTS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - DEFINITIONS.

## A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

### 1. Covered Property, as used in this Coverage Form, means:

- a. Your fine arts; and
- b. Fine arts of others that are in your care, custody or control or for which you are responsible under a written contract or agreement

described in the Declarations.

### 2. Property Not Covered

Covered Property does not include property while on exhibition at fair grounds or on the premises of any national or international exposition.

### 3. Covered Causes of Loss

Covered Causes of Loss means RISK OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

### 4. Coverage Extension

#### Newly Acquired Property

We will cover for up to 180 days other fine arts items that you acquire during the policy period.

The most we will pay in a "loss" under this Coverage Extension is the lesser of:

- a. 25% of the total of the Limits of Insurance shown in the Declarations for all individually listed and described items; or
- b. \$25,000.

You will report such property within 180 days from the date acquired and pay any additional premium that is due. If you do not report that property to us, coverage will end

automatically 180 days after the date you acquire the property.

The Coinsurance Additional Condition does not apply to this Coverage Extension.

## B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

### b. War and Military Action

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental ability in hindering or defending against any of these.
2. We will not pay for a "loss" caused by or resulting from any of the following:
    - a. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property,

whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

This exclusion does not apply to property in the custody of a carrier for hire.

- b. Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.

But we will pay for such "loss" caused directly by fire, lightning, explosion, windstorm, rioters, strikers, civil commotion, vandalism, falling aircraft, earthquake, flood, theft or attempted theft, or by accident to the vehicle carrying the property. If these causes of "loss" would be covered under this Coverage Form.

- c. Any repairing, restoring or retouching of the Covered Property.
- d. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.
- e. Property that is missing where the only evidence of the "loss" is a shortage disclosed on taking inventory.

### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the Deductible shown in the Declarations. We will then pay the amount of "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

### E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

#### 1. Coverage Territory

We cover property wherever located within:

- a. The United States of America and its territories or possessions;
- b. Puerto Rico; and
- c. Canada.

#### 2. Valuation

General Condition E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

- a. The value of each item of property that is individually listed and described in the Declarations is the applicable Limit of Insurance shown in the Declarations for that item.

- b. The value of all other Covered Property, including newly acquired property, will be the least of the following amounts;

- (1) The market value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before "loss", or
- (3) The cost of replacing that property with substantially identical property.

In the event of "loss", the value of property will be determined as of the time of "loss".

### 3. Coinsurance

All items, except as provided in A.4 Newly Acquired Property, that are covered but not individually listed and described must be insured for their total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to these items that the Limit of Insurance shown in the Declarations for them bears to their total value as of the time of "loss".

### 4. Pair or Set

Loss Condition G. Pair, Sets or Parts in the Commercial Inland Marine Conditions is replaced by the following:

Pair or Set

- a. In case of total "loss" of any items that are part of a pair or set that is individually listed and described in the Declarations, we will pay the full Limit of Insurance shown in the Declarations for that pair or set. You will surrender to us the remaining items of the pair or set.
- b. In case of "loss" to any part of a pair or set that is not individually listed and described in the Declarations, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the "loss", or
- (2) Pay the difference between the value of the pair or set before and after the "loss".

**F. DEFINITIONS**

"Loss" means accidental loss or damage.

# COLLEGES AND SCHOOLS PROPERTY FLOATER COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F – DEFINITIONS.

## A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

### 1. Covered Property, as used in this Coverage Form, means:

- a. your property; and
  - b. similar property of others in your care, custody or control;
- described in the Declarations or Schedules of this Coverage Form.

### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, documents, records, deeds, evidences of debt, money, notes, securities, or stamps;
- b. Automobiles, motor trucks, trailers or other vehicles that are licensed for use on public roads and are used to transport persons or property;
- c. Aircraft;
- d. Animals, birds or fish;
- e. Water or land (including land on which the property is located); or
- f. Contraband, or property in the course of illegal transportation or trade;
- g. Jewelry comprised of precious or semi-precious stones, gold, silver, platinum or of other precious metals or alloys;
- h. Paintings, statuary or other works of art.

### 3. Covered Causes of Loss

Covered Causes of Loss means RISK OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

## 4. Additional Coverages

### a. Reward Coverage

We will reimburse you for reward(s) you have incurred leading to:

- (1) The successful return of undamaged stolen articles to a law enforcement agency; or
- (2) The arrest and conviction of any person(s) who have damaged or stolen any of your Covered Property.

We will pay 25% of the covered loss (prior to the application of any applicable deductible and recovery of undamaged stolen articles) up to a maximum of \$1,000 for the payments of rewards you make. This amount is in addition to the Limits of Insurance. These reward payments must be documented. No deductible applies to this Additional Coverage.

### b. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 180 days, but not beyond the end of the policy period. The most we will pay in a "loss" is the lesser of:

- (1) 25% of the total Limit of Insurance shown in the Declarations for that type of property; or
- (2) \$25,000.

Coverage for Additional Acquired Property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property;
- (c) You report values to us; or



- (d) The property is more specifically insured.

We will charge you additional premium for values reported from the date you acquire the property.

## B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, mine subsidence, landslide, or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, or volcanic action results, we will pay for that resulting loss or damage.

*Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:*

- (a) Airborne volcanic blast or airborne shock waves;

- (b) Ash, dust or particulate matter; or

- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property away from a premises owned, leased or regularly operated by you.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and

taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

c. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if "loss" by fire results, we will pay for that resulting "loss".

d. War and Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental ability in hindering or defending against any of these.

e. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

- (2) Mudslide or mudflow;

- (3) Water under the ground surface pressing on, or flowing or seeping through;

- (a) Foundations, walls, floor or paves surfaces;

- (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings.

But if "loss" by fire, explosion or sprinkler leaking results, we will pay for that resulting "loss".

This exclusion does not apply to Covered Property away from a premises owned, leased or regularly operated by you.

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.

**b. Unexplained disappearance.**

This exclusion does not apply to property in the custody of a carrier for hire.

**c. Shortage found upon taking inventory.**

**d. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.**

This exclusion does not apply to property in the custody of a carrier for hire.

**e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.**

**3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss".**

**a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss".**

**b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.**

**c. Faulty, inadequate or defective:**

**(1) Planning, zoning, development, surveying, siting;**

**(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;**

**(3) Materials used in repair, construction, renovation or remodeling; or**

**(4) Maintenance;**

of part of all of any property wherever located.

**d. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents; corrosion, rust, dampness or dryness, cold or heat.**

**e. Artificially generated current creating a short circuit or other electric disturbance.**

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

**f. Mechanical breakdown or failure of Covered Property.**

**C. LIMITS OF INSURANCE**

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations or Schedules of this Form.

**D. DEDUCTIBLE**

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the Deductible shown in the Declarations. We will then pay the amount of "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

**E. ADDITIONAL CONDITIONS**

**1. Valuation**

General Condition E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

We will determine the value of Covered Property in the event of "loss" as follows:

**a. At replacement cost (without deduction for depreciation) as of the time of "loss" except as provided in b. and c. below. However, property will be valued at the actual cash value at the time of "loss" until the property is repaired or replaced within a reasonable period of time.**

**b. Personal Property of Others at the amount for which you are liable, not to exceed the replacement cost.**

**c. Additional Acquired Property at actual cash value until such property has been reported to us.**

We will not pay more for "loss" on a replacement cost basis than the least of:

**(1) The Limit of Insurance applicable to the lost or damaged property;**

**(2) The cost to replace the lost or damaged property with other property;**

**(a) Of comparable material and quality; and**

**(b) Used for the same purpose; or**

## COMMERCIAL INLAND MARINE

- (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
  - d. The value of each item of property that is individually listed and described in the Declarations is the applicable Limit of Insurance shown in the Declarations for that item.
2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:
- a. Coverage Territory  
We cover property wherever located within:
    - (1) The United States of America and its territories or possessions;

- (2)** Puerto Rico; and
- (3)** Canada.
- b.** Coinsurance
- All Covered Property, except as provided in E.1.d. Agreed Value, must be insured for at least 80 percent of its total value as of the time of "loss" or you will incur a penalty.
- The penalty is that we will pay only the proportion of any "loss" that the applicable Limit of Insurance shown in the Declarations for the property bears to 80 percent of the total value of that property as of the time of "loss".

## F. DEFINITIONS

"Loss" means accidental loss or damage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE**

This endorsement applies to the insurance provided under the following:

### **COMMERCIAL INLAND MARINE COVERAGE PART**

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act:

- 1% of your total Commercial Inland Marine Coverage Part premium.

## INTERLINE ENDORSEMENTS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF  
TRANSPORTATION  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART  
ENVIRONMENTAL HAZARD POLICY  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS  
LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE  
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

### **PROVISIONS**

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the

conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for each Coverage Part is included in the Coverage Part premium. The charge that has been included for each Coverage Part is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

- **1% of each applicable Commercial Liability Coverage premium.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM – CONTRACTORS  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF  
TRANSPORTATION  
ENVIRONMENTAL HAZARD POLICY  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS  
LIABILITY COVERAGE FORM  
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART  
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursu-

ant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
FARM COVERAGE PART

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense, rental value or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from

"hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time

the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES – ACTUAL CASH VALUE**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

The following is added to any provision which uses the term actual cash value:

*Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, deprecia-*

*tion and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.*

*The actual cash value of the lost or damaged property may be significantly less than its replacement cost.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES – ACTUAL CASH VALUE**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, deprecia-

tion and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES DUE TO DATES OR TIMES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART

**A.** We will not pay for loss ("loss") or damage caused directly or indirectly by any of the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

**1.** The failure, malfunction or inadequacy of:

**a.** Any of the following, whether belonging to any insured or to others:

- (1)** Computer hardware, including microprocessors;
- (2)** Computer application software;
- (3)** Computer operating systems and related software;
- (4)** Computer networks;
- (5)** Microprocessors (computer chips) not part of any computer system; or
- (6)** Any other computerized or electronic equipment or components; or

**b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

**2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual

problems described in Paragraph **A.1.** of this endorsement.

**B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

**1.** In a Covered Cause of Loss under the Boiler and Machinery Coverage Part, the Commercial Crime Coverage Part or the Commercial Inland Marine Coverage Part; or

**2.** Under the Commercial Property Coverage Part:

**a.** In a "Specified Cause of Loss", in elevator collision resulting from mechanical breakdown, or from theft (if insured) under the Causes of Loss – Special Form; or

**b.** In a Covered Cause of Loss under the Causes of Loss – Basic Form or the Causes of Loss – Broad Form; or

**3.** In a "Specified Cause of Loss", in elevator collision resulting from mechanical breakdown, or from theft under the Deluxe Property Coverage Part;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, theft, or a Covered Cause of Loss.

**C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The CANCELLATION Common Policy Conditions**  
– Deluxe is replaced by the following:

### **CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

3. **CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability

has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
  7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:

**1. NONRENEWAL**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal,

stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. INCREASE OF PREMIUM**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

**A. For insurance provided under the:**

Commercial Inland Marine Coverage Part  
Crime And Fidelity Coverage Part  
Deluxe Property Coverage Part  
Equipment Breakdown Coverage Part

The **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition – Deluxe is replaced by the following:

**F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage Part will remain in effect as provided in 1. or 2. below, whichever is later:

1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

**B. For insurance provided under the:**

Commercial Inland Marine Coverage Part  
Deluxe Property Coverage Part

The following is added to the **LOSS PAYMENT** Loss Condition and supersedes any provision to the contrary:

**NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM**

1. Except as provided in 3. below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a. Accept your claim;
- b. Deny your claim; or
- c. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.



# PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

## **POLICYHOLDER NOTICES**



## **POLICYHOLDER NOTICES**

## **IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

For information about how Travelers compensates independent agents and brokers, please visit [www.travelers.com](http://www.travelers.com), call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

## **POLICYHOLDER NOTICE – ASBESTOS**

Asbestos has long been a difficult problem for society as a whole and the insurance industry in particular. As a consequence, we are attaching an asbestos exclusion to your policy.

If you have questions about your insurance program, please contact your agent or local representative.



## **POLICYHOLDER NOTICE — LEAD**

Dear Policyholder:

Lead has become a difficult problem for society as a whole and the insurance industry in particular.

As a consequence, we are attaching a lead exclusion to our liability policies based upon age and occupancy of buildings. Your policy contains this exclusion.

If you have questions about your insurance program, please contact your agent or local Company representative.



## NOTICE TO POLICYHOLDERS JURISDICTIONAL INSPECTIONS

Dear Policyholder;

Many states and some cities issue certificates permitting the continued operation of certain equipment such as boilers, water heaters, pressure vessels, etc. Periodic inspections are normally required to renew these certificates. In most jurisdictions, insurance company employees who have been licensed are authorized to perform these inspections.

If:

- You own or operate equipment that requires a certificate from a state or city to operate legally, and
- We insure that equipment under this Policy, and
- You would like us to perform the next required inspection;

Then;

Call this toll-free number – **1-800-425-4119**

When you call this number, our representative will ask you for the following information:

- Name of your business (as shown on this Policy)
- Policy Number
- Location where the equipment is located. Including Zip Code.
- Person to contact and phone number for scheduling of inspection
- Type of equipment requiring inspection
- Certificate inspection date and certificate number

Or;

Fill in the form on the reverse side of this notice and fax it to the toll-free number indicated on that form.

Please note the following:

- Your jurisdiction may charge you a fee for renewing a certificate. It is your responsibility to pay such a fee.
- All the provisions of the INSPECTIONS AND SURVEYS Condition apply to the inspections described in this notice.

### REMINDER

If new equipment is installed or old equipment replaced that requires a jurisdictional inspection please let us know by calling our toll-free number listed above.

# REQUEST FOR JURISDICTIONAL INSPECTION

Name of  
Business:

\_\_\_\_\_

(As Shown on Policy)

Policy  
Number:

\_\_\_\_\_

Location of Equipment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City

State

Zip Code

Person to Contact for Scheduling Inspection:

\_\_\_\_\_

Telephone Number of Person to Contact:

\_\_\_\_\_

Equipment Type	Certificate Number	Certificate Expiration Date

**Fax Form to 1-877-764-9535**

Completed by:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_



POLICY OVERPRINT PAGE 1 OF 1

POLICY NUMBER: Y-630-1086N48A-COF-09

RATER: PS6C ISSUE DATE: 03/09/09

INSTITUTIONAL

EFFECTIVE DATE: 02/01/09

EXPIRATION DATE: 02/01/10

INSUREDS NAME: NORTHEAST PENNSYLVANIA

NEW/RENEWAL: N

PAYMODE: M

SOLICITOR CODE:

AUDIT FREQUENCY: A

SAI: 7926R4137

RESPONSIBILITY: Y

MSI:

WATCH FILE: 0

RATING MODE: G

SURVEY CODE: 2

SPECIAL CODE:

REINSURANCE: N

PROGRAM CODE: 514

AUTO FILINGS:

FEDERAL TAX ID:

PREMIUM SUMMARY

S.B.	ACCOUNT MONTH	EFF. DATE	PREMIUM	NON PREMIUM	TOTAL
	0309	02/01/09	10,028.00	0.00	10,028.00
	0309	03/01/09	10,027.00	0.00	10,027.00
	0409	04/01/09	10,027.00	0.00	10,027.00
	0509	05/01/09	10,027.00	0.00	10,027.00
	0609	06/01/09	10,027.00	0.00	10,027.00
	0709	07/01/09	10,027.00	0.00	10,027.00
	0809	08/01/09	10,027.00	0.00	10,027.00
	0909	09/01/09	10,027.00	0.00	10,027.00
	1009	10/01/09	10,027.00	0.00	10,027.00
	1109	11/01/09	10,027.00	0.00	10,027.00
	TOTAL:		100,271.00	0.00	100,271.00

OFFICE: BLUE BELL 06Z  
PRODUCER NAME: WILLIS OF PENNSYLVANIA I

BDD02

PREMIUM SPLIT FORM PAGE 1 OF 1

POLICY NUMBER: Y-630-1086N48A-COF-09

RATER: PS6C ISSUE DATE: 03/09/09

ACCOUNT MONTH	EFFECTIVE DATE	COMM ITEM NC PREM	COMM ITEM PREMIUM	COMM ITEM PREMIUM	COMM ITEM PREMIUM
0309	02/01/09	10028			
0309	03/01/09	10027			
0409	04/01/09	10027			
0509	05/01/09	10027			
0609	06/01/09	10027			
0709	07/01/09	10027			
0809	08/01/09	10027			
0909	09/01/09	10027			
1009	10/01/09	10027			
1109	11/01/09	10027			
TOTAL:		100271			

OFFICE: BLUE BELL 06Z  
PRODUCER NAME: WILLIS OF PENNSYLVANIA I

BDD02

**DECLARATIONS COMPOSITE SCHEDULE****POLICY NUMBER: Y-630-1086N48A-COF-09****ISSUE DATE: 03-09-09**

This Schedule applies to the Declarations for the period of 02-01-09 to 02-01-10 .

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

OPN NO.	STATE	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
	PA					
		EDUCATIONAL INSTITUTIONS				
001		82000 EACH	COMBINED	T PUPIL	2,118 13.790	29,207
		GL COMPOSITE TOTAL				29,207

NAMED INSURED: NEPEC  
SPECIAL NOTES: 01/02/09  
INSURANCE CO : CHARTER OAK FIRE INSURANC  
BUSINESS TYPE:

Travelers  
Agency Address 1  
Agency Address 2  
Hartford , CT 06105

DATE : 03/09/09  
TRANS TYPE: NEW BUS.

POLICY NUM : 630 1086N48A  
CUSTOMER ID : 7926R4137

AGY/PROD NUMBER: BDD02  
PROD NAME : WILLIS OF PENNSYLVANIA I

AUD FREQ: ANNUAL  
OPERATOR: PS6C047

LOB: PACKAGE

EFFECTIVE DATE: 02/01/09

EXPIRE DATE: 02/01/10

ANNIV DATE:

POLICY INFORMATION:

PRD STATE : PA

POL. TERM : 1 YEAR  
PKG PROGRAM: INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM
DELUXE PROPERTY	65,426.00
INLAND MARINE	338.00
GENERAL LIABILITY	34,507.00

GRAND TOTAL POLICY PREMIUM 100,271.00

\*\*\*\*\* DELUXE PROPERTY\*\*\*\*\*  
NAMED INSURED: NEPEC Travelers DATE : 03/09/09  
SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: NEW BUS.  
INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
BUSINESS TYPE: Hartford, CT 06105

POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : ANNUAL  
CUSTOMER ID : 7926R4137 PROD NAME : WILLIS OF PENNSYLVANIA I OPERATOR : PS6C047

LOB: PACKAGE (DELUXE PROPERTY) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE :

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
PKG PROGRAM : INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM
FUNGUS OPTION	1.00
GREEN BUILDING COVG	1.00
BUILDING	50,255.00
YOUR BUSINESS PERSONAL PROPERTY	7,372.00
BUSINESS INCOME	749.00
PREMIUM ENDORSEMENTS	7,048.00

GRAND TOTAL LOB PREMIUM 65,426.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 1\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1085N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE POLICY LEVEL INFORMATION\*\*\*\*\*

FUNGUS - OPTIONAL COVERAGE

DIRECT DAMAGE - INCREASED LIMIT OF INSURANCE : 100,000

GREEN BUILDING COVERAGE

----- POLICY LEVEL DELUXE RATING FORMULAS-----

FUNGUS COVERAGE	BASE PREM =	FINAL PREM
	1.00	1.00
GREEN BUILDING COVG	BASE PREM =	FINAL PREM
	1.00	1.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 2\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 001 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 001 TERR STATE : PA  
133 NORTH RIVER STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 21292209	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1391233	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 293370	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE : 01	EQ DEDUCTIBLE CD : 1	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE : 01	FLOOD DEDUCT CD : 1	

----- LOC # 001/BLDG # 001 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 21292209 100	10579.00	10579.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1391233 100	691.00	691.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 293370 100	146.00	146.00

\*\*\*\*\*LOC # 001/ BLDG # 001 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 001 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	1371.00	1371.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 3\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 002 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 002  
133 NORTH FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 10759285	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 572764	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 146561	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 002 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10759285 100	5346.00	5346.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 572764 100	285.00	285.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 146561 100	73.00	73.00

\*\*\*\*\*LOC # 001/ BLDG # 002 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 002 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
685.00	685.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 4\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 003 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 003  
147 FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 6582899	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 497918	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCRG : 06	BUS INC LIMIT : 91578	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 003 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6582899 100	3271.00	3271.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 497918 100	247.00	247.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 91578 100	46.00	46.00

\*\*\*\*\*LOC # 001/ BLDG # 003 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 003 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
429.00	429.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 5\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 004 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 004 TERR STATE : PA  
N. MAIN & WET JACKSON  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 9392117	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 339602	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 125862	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 004 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 9392117 100	4667.00	4667.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 339602 100	169.00	169.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 125862 100	63.00	63.00

\*\*\*\*\*LOC # 001/ BLDG # 004 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 004 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	589.00	589.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 6\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 005 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 005 TERR STATE : PA  
191 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 165000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2264	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 005 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 165000 100	82.00	82.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2264 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 005 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 005 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 7\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 006 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 006 TERR STATE : PA  
191 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 11994	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PFO LIMIT :	PFO INS MTHD :
COMM BCKG : 06	BUS INC LIMIT : 155	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 006 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 11994 100	6.00	6.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 155 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 006 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 006 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	2.00	2.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 8\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 007 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 007 TERR STATE : PA  
SW JACKSON STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 8960736 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 8829954 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 230091 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 007 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		8960736		100		4452.00		4452.00
YBPP	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		8829954		100		4387.00		4387.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		230091		100		114.00		114.00

\*\*\*\*\*LOC # 001/ BLDG # 007 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 007 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	1076.00		1076.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 9\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 008 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 008  
N. MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 03	BLDG LIMIT : 6796608	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 243111	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 91047	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 008 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6796608 100	3377.00	3377.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 243111 100	121.00	121.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 91047 100	45.00	45.00

\*\*\*\*\*LOC # 001/ BLDG # 008 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 008 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
426.00	426.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 10\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 009 INFORMATION\*\*\*\*\*

LOC# : 001      BLDG# : 009      TERR STATE : PA  
N. MAIN STREET  
WILKES BARRE, PA      TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 11270105	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 760610	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 155597	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 009 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 11270105 100	5600.00	5600.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 760610 100	378.00	378.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 155597 100	77.00	77.00

\*\*\*\*\*LOC # 001/ BLDG # 009 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 009 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	728.00	728.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 11\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 010 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 010  
185 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 345061	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 16699	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 4679	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 010 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 345061 100	171.00	171.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 16699 100	8.00	8.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 4679 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 010 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 010 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
23.00	23.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 12\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 011 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 011 TERR STATE : PA  
187 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 173084	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20205	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2501	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 011 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 173084 100	86.00	86.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20205 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2501 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 011 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 011 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	13.00	13.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 13\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 012 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 012 TERR STATE : PA  
134 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 293394	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 5360	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMM BCG : 06	BUS INC LIMIT : 3864	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 012 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 293394 100	146.00	146.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 5360 100	3.00	3.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3864 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 012 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 012 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	19.00	19.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 14\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 013 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 013 TERR STATE : PA  
56 N. NORTH STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 131474 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YEPP LIMIT : YEPP INS MTHD :  
PROT CLASS : 03 YEPP EX STOCK LIM: YEPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCKG : 06 BUS INC LIMIT : 1701 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 013 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		131474		100		65.00		65.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		1701		100		1.00		1.00

\*\*\*\*\*LOC # 001/ BLDG # 013 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 013 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	9.00		9.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 15\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 014 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 014  
57 W. JACKSON STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 1964207	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1107	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 25418	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 014 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1964207 100	976.00	976.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1107 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 25418 100	13.00	13.00

\*\*\*\*\*LOC # 001/ BLDG # 014 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 014 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
120.00	120.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 15\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 015 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 015 TERR STATE : PA  
170 NORTH FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 223275 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 10000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 3017 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 015 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		223275		100		111.00		111.00
YBPP	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		10000		100		5.00		5.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		3017		100		2.00		2.00

\*\*\*\*\*LOC # 001/ BLDG # 015 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 015 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	15.00		15.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 17\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 016 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 016 TERR STATE : PA  
170 NORTH FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 14393 BLDG INS MTHD : B  
SPRKL PRT TYPE : 2 YBPP LIMIT : YBPP INS MTHD :  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCG : 06 BUS INC LIMIT : 186 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 016 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		14393		100		7.00		7.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		186		100		1.00		1.00

\*\*\*\*\*LOC # 001/ BLDG # 016 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 016 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	2.00		2.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 18\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 020 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 020 TERR STATE : PA  
38 W. NORTH STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 600000 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 20000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 8019 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 020 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 600000 100	298.00	298.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8019 100	4.00	4.00

\*\*\*\*\*LOC # 001/ BLDG # 020 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 020 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY INPUT PREM = FINAL PREM  
38.00 38.00  
-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 19\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 022 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 022  
NW CORNER & N FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 973828	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 184432	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 14981	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 022 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 973828 100	484.00	484.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 184432 100	92.00	92.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 14981 100	7.00	7.00

\*\*\*\*\*LOC # 001/ BLDG # 022 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 022 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM	=	FINAL PREM
71.00		71.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 20\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 023 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 023  
110 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 110000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1682	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 023 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 110000 100	55.00	55.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1682 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 023 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 023 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	6.00	6.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 21\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 026 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 026  
108 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 03	BLDG LIMIT : 101119	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1437	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 026 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 101119 100	50.00	50.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1437 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 026 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 026 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	8.00	8.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 22\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 027 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 027  
11 W. NORTH STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 165000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 15000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2328	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 027 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 165000 100	82.00	82.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 15000 100	7.00	7.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2328 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 027 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 027 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =  
12.00

FINAL PREM  
12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 23\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 028 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 028  
196 N. FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 161920	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2223	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 028 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 161920 100	80.00	80.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2223 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 028 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 028 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
11.00	11.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 24\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 030 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 030  
CORNER OF N. RIVER & W. UNION  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 9210000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 810000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 129591	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 030 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 9210000 100	4576.00	4576.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 810000 100	402.00	402.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129591 100	64.00	64.00

\*\*\*\*\*LOC # 001/ BLDG # 030 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 030 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
606.00	606.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 25\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 031 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 031 TERR STATE : PA  
101-105 N. MAIN  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 129	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 031 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 031 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 031 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
2.00	2.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 26\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 032 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 032  
164-166 N. FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 271710	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 3644	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 032 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 271710 100	135.00	135.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3644 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 032 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 032 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
18.00	18.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 27\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 033 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 033 TERR STATE : PA  
HIGHLAND BLVD  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 400000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 100000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 6467	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 033 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 400000 100	199.00	199.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 100000 100	50.00	50.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6467 100	3.00	3.00

\*\*\*\*\*LOC # 001/ BLDG # 033 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 033 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	31.00	31.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 28\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 034 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 034  
112 N. FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 156000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 22000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 2303	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 034 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 156000 100	78.00	78.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 22000 100	11.00	11.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2303 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 034 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 034 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =  
12.00

FINAL PREM  
12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 29\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 035 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 035  
REAR 178 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 117000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCGG : 06	BUS INC LIMIT : 1643	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 035 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 117000 100	58.00	58.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1643 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 035 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 035 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 30\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 036 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 036  
178 N. FRANKLIN STREET  
WILKES BARRE, PA

TAX DIST :  
TERR STATE : PA

CONSTRUCT CODE : 04	BLDG LIMIT : 4613	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 60	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 036 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 4613 100	2.00	2.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 60 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 036 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 036 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	1.00	1.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 31\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 038 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 038 TERR STATE : PA  
118 N. FRANKLIN  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 166072	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2277	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 038 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 166072 100	83.00	83.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2277 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 038 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 038 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 32\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 039 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 039  
11 W. UNION  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 107640	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1521	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 039 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 107640 100	53.00	53.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1521 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 039 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 039 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
8.00	8.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 33\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 040 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 040  
112 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 129167	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1683	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 040 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129167 100	64.00	64.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1683 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 040 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 040 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 34\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 041 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 041  
171 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 150000	BLDG INS MTHD : B
SPRKL FRT TYPE : 1	YBPP LIMIT : 20000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCBG : 06	BUS INC LIMIT : 2199	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 041 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 150000 100	75.00	75.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2199 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 041 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 041 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	11.00	11.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 35\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 043 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 043 TERR STATE : PA  
84-86-88 N. MAIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 124167 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 10000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PFO LIMIT : PFO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 1736 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 043 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE  
BLDG RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 124167 100 62.00 62.00  
YBPP RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 10000 100 5.00 5.00  
BI RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 1736 100 1.00 1.00

\*\*\*\*\*LOC # 001/ BLDG # 043 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 043 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY INPUT PREM = FINAL PREM  
9.00 9.00  
-----



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 36\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 046 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 046  
192 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 187000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2432	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 046 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 187000 100	93.00	93.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2432 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 046 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 046 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 37\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 047 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 047  
25 WEST UNION STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 175000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2276	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 047 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 175000 100	87.00	87.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2276 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 047 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 047 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 38\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 048 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 048  
115-129 N. MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 8810263	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 325000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 118149	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 048 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 8810263 100	4377.00	4377.00
YBPP	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 325000 100	161.00	161.00
BI	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 118149 100	59.00	59.00

\*\*\*\*\*LOC # 001/ BLDG # 048 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 048 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	553.00	553.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 39\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 049 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 049 TERR STATE : PA  
210 DIVISION STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : BLDG INS MTHD :  
SPRKL PRT TYPE : 1 YBPP LIMIT : 225000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 2910 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 049 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		225000		100		112.00		112.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		2910		100		1.00		1.00

\*\*\*\*\*LOC # 001/ BLDG # 049 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 049 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	15.00		15.00

-----

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 050 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 050 TERR STATE : PA  
175 N. FRANKLIN STREET  
WILKES-BARRE, PA TAX DIST :

CONSTRUCT CODE : 03	BLDG LIMIT : 162000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPF LIMIT :	YBPF INS MTHD :
PROT CLASS : 03	YBPF EX STOCK LIM:	YBPF EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2096	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 050 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 162000 100	80.00	80.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2096 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 050 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 050 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	11.00	11.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 41\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 051 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 051 TERR STATE : PA  
113 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 02 BLDG LIMIT : 178000 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 10000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 2432 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 051 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 178000 100	88.00	88.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2432 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 051 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 051 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 42\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 052 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 052 TERR STATE : PA  
198 NORTH MAIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 139000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 1928	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 052 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 139000 100	69.00	69.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1928 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 052 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 052 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	10.00	10.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 43\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 053 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 053  
200 NORTH MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 172000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT : 2	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2354	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT : 1980		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 053 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 172000 100	85.00	85.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2354 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 053 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 053 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 44\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 054 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 054 TERR STATE : PA  
19-37 E. BENNETT STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 280000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT : 2	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 3621	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT : 1980		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 054 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 280000 100	139.00	139.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3621 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 054 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 054 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	18.00	18.00

\*\*\*\*\* (PA) STATE TOTAL = 65,426.00\*\*\*\*\*

\*\*\*\*\* POLICY TOTAL = 65,426.00\*\*\*\*\*

\*\*\*\*\* INLAND MARINE\*\*\*\*\*  
NAMED INSURED: NEPEC Travelers DATE : 03/09/09  
SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: NEW BUS.  
INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
BUSINESS TYPE: Hartford, CT 06105

POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : NON-AUDIT  
CUSTOMER ID : 7926R4137 PROD NAME : WILLIS OF PENNSYLVANIA I OPERATOR : PS6C047

LOB: PACKAGE (INLAND MARINE) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE :

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
PKG PROGRAM : INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM
FINE ARTS	232.00
MISCELLANEOUS N.O.C.	106.00
GRAND TOTAL LOB PREMIUM	338.00

\*\*\*\*\* INLAND MARINE\*\*\*\*\*PAGE: 1\*\*\*\*\*

NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRANS TYPE : NEW BUSINESS EFFECTIVE: 02/01/09

\*\*\*\*\*INLAND MARINE LOC # 001/BLDG # 001 INFORMATION\*\*\*\*\*

LOC#: 001 BLDG#: 001  
133 NORTH RIVER STREET  
WILKES BARRE , PA 18702

TERR STATE: PA  
TAX DIST :

CLASS: 0921 DESCR: IM RATE REV DT: 01/01/97 PF RATE REV DT: 03/01/08  
POLICY TYPE : N PKG DESC: IM RATE DEV DT: 02/01/09 PF RATE DEV DT: 02/01/09

	ACCOUNTS RECEIVABLE	VALUABLE PAPERS	PHYSICIANS EQUIPMENT	STATIONARY ORGANS
RATE : .030				
OLD/NEW : NEW				
SPKLR : YES				
PROT CLASS: 03	LIM 1 :	LIM 1 :	LIMIT :	LIMIT :
CONSTRUCT : MSRY NON-COMBST	LIM 2 :	#1 SCHED:	COV. EXT:	DED :
RATE GROUP:	RISK CL:	LIM 2 :	DEDUCT :	
BG I TERR: 003	RPTG :	#2 SCHED:		SIGNS
BG II TERR: 001	RPTG LM:	LIM 3 :		-----
BG II SYMB:	BRAN LM:	#3 SCHED:		OUTSIDE LIM:
GRPII SYMB:		DEDUCT :		INSIDE LIM:
MISC/DIST :				DEDUCTIBLE :

-----LOC # 001/BLDG # 001 INLAND MARINE RATING FORMULAS-----  
COVERAGE

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRANS TYPE : NEW BUSINESS EFFECTIVE: 02/01/09

\*\*\*\*\*  
 \*\*\*\* LOC # 001/ BLDG # 001 INLAND MARINE COVERAGE INFORMATION \*\*\*\*  
 \*\*\*\*\*

## FINE ARTS

-----  
 CLASS CODE : 334  
 CLASS DESCRIPTION : FINE ARTS  
 SURCHARGE :  
 PREMIUM : 232  
 LIMIT : 438840  
 RDF CODE :  
 RMF CODE : 1.00  
 DED : 07 1,000  
 RATE : .0380  
 PROBABLE MAX LOSS : 500.000 VALUE SUBJECT : 500000

## MISCELLANEOUS N.O.C.

-----  
 CLASS CODE : 798  
 CLASS DESCRIPTION : SCHEDULED ITEMS  
 SURCHARGE :  
 PREMIUM : 106  
 LIMIT : 191850  
 RDF CODE :  
 RMF CODE : 1.00  
 DED : 07 1,000  
 RATE : .0380  
 MISC 1 : 2 MISC 2 :

\*\*\*\*\*  
 \*\*\*\* LOC # 001/ BLDG # 001 INLAND MARINE RATING FORMULAS \*\*\*\*  
 \*\*\*\*\*

## FINE ARTS:

PREMIUM =  
 232.00

FINAL PREM  
 232.00

## MISCELLANEOUS N.O.C.:

PREMIUM =  
 106.00

FINAL PREM  
 106.00

\*\*\*\*\* STATE LEVEL (PA) LOB LEVEL PREMIUM INCLUDED IN THIS STATE TOTAL \*\*\*\*\*  
 \*\*\*\*\* STATE TOTAL PREMIUM = 338.00 \*\*\*\*\*  
 \*\*\*\*\* LOB TOTAL PREMIUM = 338.00 \*\*\*\*\*

\*\*\*\*\* GEN. LIAB. - SIMPLIFIED \*\*\*\*\*  
NAMED INSURED: NEPEC Travelers DATE : 03/09/09  
SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE : NEW BUS.  
INSURANCE CO.: CHARTER OAK FIRE INSURANC Agency Address 2  
BUSINESS TYPE: Hartford , CT 06105

POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : ANNUAL  
CUSTOMER ID : 7926R4137 PROD NAME : WILLIS OF PENNSYLVANIA I OPERATOR : PS6C047

LOB: PACKAGE (GENERAL LIABILITY) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE:

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
PKG PROGRAM: INSTITUTIONAL PLAN A

\* \* \* \* FULL COMPOSITE RATED \* \* \* \*  
\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM	GL	COMPOSITE
PREMOPS/PRODUCTS COMBINED	29,207.00		29,207.00
GARAGEKEEPERS LEGAL	750.00		
EMPLOYEE BENEFIT LIAB.	300.00		
FIRE DMG/DMG TO RENTED PREMISES	1,750.00		
PASTORS PROF LIAB	500.00		
PSYCH COUNSELORS PROF	500.00		
ABUSE OR MOLESTATION OCC	1,500.00		

GRAND TOTAL GENERAL LIABILITY PREMIUM 34,507.00

EXPERIENCE RATING - PREMISES MANUAL PREMIUM : 40,976.00  
EXPERIENCE RATING - PRODUCTS MANUAL PREMIUM :

\*\*\*\*\* GEN. LIAB. - SIMPLIFIED \*\*\*\*\*PAGE: 1\*\*\*\*\*

NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRAN TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\*GENL LIAB POLICY LEVEL INFORMATION\*\*\*\*\*

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A

AUDIT FREQ	: 04 - ANNUAL	RETRO DATE	:	CLMS YR	:
POLICY TYPE	: OCCURRENCE				
RETRO RATED	: NO				
GENERAL AGGR	: 5,000,000	PROD/COMPL AGGR	: 2,000,000		
PER/ADV INJ	: 1,000,000	EACH OCCURRENCE	: 1,000,000		
DMG TO RENTD PREMISES	: 1,000,000	MEDICAL EXPENSE	: 5,000		
EXISTENCE HAZARD AGGR	:				
PREM/OPS EXPR	: 40,976.00	PRODUCTS EXPR	:		
EMP BEN OCC	: 1,000,000	EMP BEN AGGR	: 2,000,000	EMP BEN EX	: 250
PASTORS AGG	: 5,000,000	PASTORS OCC	: 1,000,000	PASTORS EXP	: 5
PSYCH COUNSELORS AGG	: 5,000,000	PSYCH COUNSELORS OCC	: 1,000,000	PSYCH COUNSELORS EXP	: 5
ABUSE/MOL-OCC AGG	: 2,000,000	ABUSE/MOL-OCC OCC	: 1,000,000	ABUSE/MOL-OCC EXP	: 5
DED SUBLINE	:	DED APPLY	:		
DED AMOUNT	:	DED TYPE	:		
		DED LOSS TYPE	:		
PREM ILF 1	:	PREM ILF 2	:	PREM ILF 3	:
PROD ILF A	:	PROD ILF B	:	PROD ILF C	:

PREMOPS/PRODUCTS EXTENSIONS: COLLEGE & SCHOOLS XTEND END

-----POLICY LEVEL GENL LIAB RATING FORMULAS-----

CLASS CODE : 39002			
EMPLOYEE BENEFITS	PREMIUM =		FINAL PREM
	300.00		300.00
CLASS CODE : 39001			
DMG TO RENT PREMISES	PREMIUM =		FINAL PREM
	1750.000		1750.00
CLASS CODE : 96074			
PASTORS	PREMIUM =		FINAL PREM
	500.00		500.00
CLASS CODE : 73600			
ABUSE OR MOL-OCC	PREMIUM =		FINAL PREM
	1500.00		1500.00
CLASS CODE : 82262			
PSYCH COUNSELORS	PREMIUM =		FINAL PREM
	500.00		500.00

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 40066 INFO

LOC # : 001 BLDG # : 001  
133 NORTH RIVER STREET  
WILKES BARRE, PA

TERR STATE: PA  
TERR RATE : 504  
TAX DIST :

CLASS CODE : 40066  
CLASS ID : 000

DESC : ATHLETIC PROGRAMS - AMATEUR - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A  
PROD EXCLUD : N  
PREM/OPS DED  
TYPE AMOUNT

RATE REV DATE: 08/01/08 DEV REV DATE: 02/01/09  
DED APPLIES : N  
PRODUCTS DED  
TYPE AMOUNT

INCREASE LIMITS TABLES  
PREM/OPS : 2  
PRODUCTS :

PREM/OPS EXPR MAN PREM : 10,500.00  
PRODUCTS EXPR MAN PREM :

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : Y  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 500  
 AUD PRO-RATED EXPOS:

GAME/EACH - UNITS OF EXPOSURE

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

PREMOPS BASE OVERRIDE : 35.000  
 PREMOPS FILED BASE RATE :

PRODUCTS BASE OVERRIDE :  
 PRODUCTS FILED BASE RATE :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD)	EXPER MOD	CONST	COMP (EXPNS)	AGENT EXPNS	CONST	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

----- CLASS CODE/LOCATION GENL LIAB RATING FORMULAS -----

CLASS CODE : 40066 DESC : ATHLETIC PROGRAMS - AMATEUR - OTHER THAN

PREM/OPS	BASE RATE	INCR	LIMIT	RATE MOD	FINAL RATE	EXPOSURE	FINAL PREM
	35.000		1.610	0.2335	13.158	500.000	6579.00
ADDL FACTORS: BASE LCM 1.00000 PREM/OPS CMM: 1							

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

CLASS CODE : 75491

GARAGEKEEPERS LEGAL

PREMIUM =  
 750.00

FINAL PREM  
 750.00

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 41421 INFO

CLASS CODE : 41421  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : CAMPS - FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08 DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 17,825.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

NEW EXPOSURE : 28000 CAMPER DAYS/EACH - UNITS OF EXPOSU PRODUCTS EXPOSURE :  
 AUD PRO-RATED EXPOS: AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD	EXPER MOD	CONST )	COMP (EXPNS	AGENT EXPNS	CONST )	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 41421 DESC : CAMPS - FOR-PROFIT

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	= FINAL PREM
	1.061		1.610	0.2335	0.399	28000.000	11172.00

ADDL FACTORS: BASE LCM 1.53800 PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 41715 INFO

CLASS CODE : 41715  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : DAY CARE CENTERS - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08 DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES

PREM/OPS : 1  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 1,831.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 215  
 AUD PRO-RATED EXPOS:

PERSON/EACH - UNITS OF EXPOSURE

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :



NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	*	PKG DEV	*	SCHED (MOD	+	EXPER MOD	-	CONST )	*	COMP (EXPNS	+	AGENT EXPNS	-	CONST )	*	OTHER MOD	*	MMRP MOD	=	RATE MOD
1.0000		.6000		1.000		1.128		1.0000		1.000		1.000		1.0000		.345		1.000		.2335

----- CLASS CODE/LOCATION GENL LIAB RATING FORMULAS -----

CLASS CODE : 41715      DESC : DAY CARE CENTERS - OTHER THAN NOT-FOR-PR

PREM/OPS	BASE RATE	*	INCR LIMIT	*	RATE MOD	=	FINAL RATE	*	EXPOSURE	=	FINAL PREM
	14.196		1.360		0.2335		4.508		215.000		959.00
ADDL FACTORS:	BASE LCM		1.53800		PREM/OPS CMM:		1				

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 44193 INFO

CLASS CODE : 44193  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : GRANDSTANDS OR BLEACHERS - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES  
 PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 1,548.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : Y  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 12  
 AUD PRO-RATED EXPOS:

GRANDSTAND/EACH - UNITS OF EXPOSUR      PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

PREMOPS BASE OVERRIDE : 215.000  
 PREMOPS FILED BASE RATE :

PRODUCTS BASE OVERRIDE :  
 PRODUCTS FILED BASE RATE :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	*	PKG DEV	*	SCHED (MOD	+	EXPER MOD	-	CONST )	*	COMP (EXPNS	+	AGENT EXPNS	-	CONST )	*	OTHER MOD	*	MMRP MOD	=	RATE MOD
1.0000		.6000		1.000		1.128		1.0000		1.000		1.000		1.0000		.345		1.000		.2335

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : NEW BUSINESS EFFECTIVE: 020109

## -----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 44193      DESC : GRANDSTANDS OR BLEACHERS - OTHER THAN NO

PREM/OPS	BASE RATE	*	INCR	LIMIT	*	RATE MOD	=	FINAL RATE	*	EXPOSURE	=	FINAL PREM
	215.000		1.610			0.2335		80.826		12.000		970.00
	ADDL FACTORS:      BASE LCM 1.00000 PREM/OPS CMM: 1											

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

## \*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 67508 INFO

CLASS CODE : 67508	DESC : SCHOOLS - COLLEGES, UNIVERSITIES,
CLASS ID : 000	JUNIOR COLLEGES OR COLLEGE
CLASS STATE: PA	PREPARATORY OTHER THAN
TERR RATE : 504	NOT-FOR-PROFIT
TAX DIST :	

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15	PKG DESC : INSTITUTIONAL PLAN A	RATE REV DATE: 08/01/08	DEV REV DATE: 02/01/09
PROD EXCLUD : N		DED APPLIES : N	
PREM/OPS DED		PRODUCTS DED	
TYPE AMOUNT		TYPE AMOUNT	

## INCREASE LIMITS TABLES

PREM/OPS : 2	PREM/OPS EXPER MAN PREM : 6,885.00
PRODUCTS :	PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 273284      AREA/NEAREST THOUSAND  
 AUD PRO-RATED EXPOS:

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

## ----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

## ----- PREMOPS -----

PKG	PKG	SCHED	EXPER	CONST	COMP	AGENT	CONST	OTHER	MMRP	RATE
MOD *	DEV *	(MOD +	MOD -	) *	(EXPNS +	EXPNS -	) *	MOD *	MOD	MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

## -----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 67508      DESC : SCHOOLS - COLLEGES, UNIVERSITIES, JUNIOR

PREM/OPS	BASE RATE	*	INCR	LIMIT	*	RATE MOD	=	FINAL RATE	*	EXPOSURE	=	FINAL PREM
	41.987		1.610			0.2335		15.784		273.284		4314.00
	ADDL FACTORS:      BASE LCM 1.53800 PREM/OPS CMM: 1											

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 67510 INFO

CLASS CODE : 67510  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : SCHOOLS - DORMITORY FACILITIES -  
 OTHER THAN NOT-FOR-PROFIT

-----  
 TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15            PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08    DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 2,387.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 157720            AREA/NEAREST THOUSAND  
 AUD PRO-RATED EXPOS:

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD	EXPER MOD	CONST )	COMP (EXPNS	AGENT EXPNS	CONST )	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 67510            DESC : SCHOOLS - DORMITORY FACILITIES - OTHER T

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	=	FINAL PREM
	25.223		1.610	0.2335	9.482	157.720		1496.00
ADDL FACTORS:	BASE LCM	1.53800	PREM/OPS	CMM:	1			

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*STATE TOTAL (PA) = 34,507.00\*\*\*\*\*

\*\*\*\*\*GENERAL LIABILITY TOTAL = 34,507.00\*\*\*\*\*

----- COMPOSITE GROUP # 001 -----

COVERAGES	PREMIUM EXPOSURE	COMPOSITE RATES	PRO RATA	COMPOSITE PREMIUMS
COMBINED	2118	13.790	1.000	29,207.00

\*\*\*\*\* GRAND TOTAL COMPOSITE = 29,207.00 \*\*\*\*\*

STATE COMPOSITE DETAIL ON FOLLOWING PAGES

NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRAN TYPE : NEW BUSINESS EFFECTIVE: 020109

\*\*\*\*\*GENERAL LIABILITY COMPOSITE SCHEDULE\*\*\*\*\*

----- COMPOSITE GROUP # 001 -----

STATE: PA

COVERAGES	PREMIUM EXPOSURE	COMPOSITE RATES	PRO RATA	COMPOSITE PREMIUMS
COMBINED	2118	13.790	1.000	29,207.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 1 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 03/09/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: NEW BUS.  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : WILLIS OF PENNSYLVANIA I OPERATOR: PS6C047

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
001	001	133 NORTH RIVER STREET WILKES BARRE, PA	DELUXE GENERAL LIABILITY (SIM) INLAND MARINE	11,416.00 26,250.00 338.00
			TOTAL	38,004.00
001	002	133 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	5,704.00
			TOTAL	5,704.00
001	003	147 FRANKLIN STREET WILKES BARRE, PA	DELUXE	3,564.00
			TOTAL	3,564.00
001	004	N. MAIN & WET JACKSON WILKES BARRE, PA	DELUXE	4,899.00
			TOTAL	4,899.00
001	005	191 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	88.00
			TOTAL	88.00
001	006	191 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	7.00
			TOTAL	7.00
001	007	SW JACKSON STREET WILKES BARRE, PA	DELUXE	8,953.00
			TOTAL	8,953.00
001	008	N. MAIN STREET WILKES BARRE, PA	DELUXE	3,543.00
			TOTAL	3,543.00
001	009	N. MAIN STREET WILKES BARRE, PA	DELUXE	6,055.00
			TOTAL	6,055.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 2 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers  
 SPECIAL NOTES: 01/02/09 Agency Address 1  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : WILLIS OF PENNSYLVANIA I OPERATOR: PS6C047

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	010	185 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	181.00
			TOTAL	181.00
001	011	187 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	97.00
			TOTAL	97.00
001	012	134 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	151.00
			TOTAL	151.00
001	013	56 N. NORTH STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	014	57 W. JACKSON STREET WILKES BARRE, PA	DELUXE	990.00
			TOTAL	990.00
001	015	170 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	118.00
			TOTAL	118.00
001	016	170 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	8.00
			TOTAL	8.00
001	020	38 W. NORTH STREET WILKES BARRE, PA	DELUXE	312.00
			TOTAL	312.00
001	022	NW CORNER & N FRANKLIN WILKES BARRE, PA	DELUXE	583.00
			TOTAL	583.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 3 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 03/09/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: NEW BUS.  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : WILLIS OF PENNSYLVANIA I OPERATOR: PS6C047

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	023	110 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	026	108 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	56.00
			TOTAL	56.00
001	027	11 W. NORTH STREET WILKES BARRE, PA	DELUXE	90.00
			TOTAL	90.00
001	028	196 N. FRANKLIN WILKES BARRE, PA	DELUXE	86.00
			TOTAL	86.00
001	030	CORNER OF N. RIVER & W. U WILKES BARRE, PA	DELUXE	5,042.00
			TOTAL	5,042.00
001	031	101-105 N. MAIN WILKES BARRE, PA	DELUXE	6.00
			TOTAL	6.00
001	032	164-166 N. FRANKLIN WILKES BARRE, PA	DELUXE	142.00
			TOTAL	142.00
001	033	HIGHLAND BLVD WILKES BARRE, PA	DELUXE	252.00
			TOTAL	252.00
001	034	112 N. FRANKLIN WILKES BARRE, PA	DELUXE	90.00
			TOTAL	90.00



\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 4 \*\*\*\*\*

NAMED INSURED: NEPEC	Travelers	DATE : 03/09/09
SPECIAL NOTES: 01/02/09	Agency Address 1	TRANS TYPE: NEW BUS.
INSURANCE CO : CHARTER OAK FIRE INSURANC	Agency Address 2	
BUSINESS TYPE:	Hartford , CT 06105	

POLICY NUM : 630 1086N48A	AGY/PROD NUMBER: BDD02	AUD FREQ: ANNUAL
CUSTOMER ID : 7926R4137	PROD NAME : WILLIS OF PENNSYLVANIA I	OPERATOR: PS6C047

LOB: PACKAGE                      EFFECTIVE DATE: 02/01/09                      EXPIRE DATE: 02/01/10                      ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	035	REAR 178 N. FRANKLIN STRE WILKES BARRE, PA	DELUXE	64.00
			TOTAL	64.00
001	036	178 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	3.00
			TOTAL	3.00
001	038	118 N. FRANKLIN WILKES BARRE, PA	DELUXE	89.00
			TOTAL	89.00
001	039	11 W. UNION WILKES BARRE, PA	DELUXE	59.00
			TOTAL	59.00
001	040	112 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	041	171 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	86.00
			TOTAL	86.00
001	043	84-86-88 N. MAIN STREET WILKES BARRE, PA	DELUXE	68.00
			TOTAL	68.00
001	046	192 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	95.00
			TOTAL	95.00
001	047	25 WEST UNION STREET WILKES BARRE, PA	DELUXE	89.00
			TOTAL	89.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 5 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers  
 SPECIAL NOTES: 01/02/09 Agency Address 1 DATE : 03/09/09  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2 TRANS TYPE: NEW BUS.  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : WILLIS OF PENNSYLVANIA I OPERATOR: PS6C047

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	048	115-129 N. MAIN STREET WILKES BARRE, PA	DELUXE	4,597.00
			TOTAL	4,597.00
001	049	210 DIVISION STREET WILKES BARRE, PA	DELUXE	113.00
			TOTAL	113.00
001	050	175 N. FRANKLIN STREET WILKES-BARRE, PA	DELUXE	81.00
			TOTAL	81.00
001	051	113 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	94.00
			TOTAL	94.00
001	052	198 NORTH MAIN STREET WILKES BARRE, PA	DELUXE	75.00
			TOTAL	75.00
001	053	200 NORTH MAIN STREET WILKES BARRE, PA	DELUXE	91.00
			TOTAL	91.00
001	054	19-37 E. BENNETT STREET WILKES BARRE, PA	DELUXE	141.00
			TOTAL	141.00
POLICY LEVEL PREMIUMS			GENERAL LIABILITY (SIM)	4,550.00

NAMED INSURED : NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER : 630 1086N48A  
 TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

-----DESIGNATION OF PREMISES SCHEDULE-----			
LOC NO.	BLDG NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	133 NORTH RIVER STREET, WILKES BARRE, PA	KINGS COLLEGE
001	002	133 NORTH FRANKLIN STREET, WILKES BARRE, PA	DORM
001	003	147 FRANKLIN STREET, WILKES BARRE, PA	CLASSROOM
001	004	N. MAIN & WET JACKSON, WILKES BARRE, PA	PHYS ED BUILDING
001	005	191 N. FRANKLIN STREET, WILKES BARRE, PA	OFFICES
001	006	191 N. FRANKLIN STREET, WILKES BARRE, PA	THREE CAR GARAGE
001	007	SW JACKSON STREET, WILKES BARRE, PA	LIBRARY
001	008	N. MAIN STREET, WILKES BARRE, PA	ESSEFF HALL DORM
001	009	N. MAIN STREET, WILKES BARRE, PA	STUDENT UNION
001	010	185 N. FRANKLIN STREET, WILKES BARRE, PA	THREE FAMILY DWELLING
001	011	187 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY SWELLING
001	012	134 N. FRANKLIN STREET, WILKES BARRE, PA	ADMINISTRATIVE OFFICES
001	013	56 N. NORTH STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	014	57 W. JACKSON STREET, WILKES BARRE, PA	LUKSIC HALL
001	015	170 NORTH FRANKLIN STREET, WILKES BARRE, PA	ONE FRAMILY DWELLING
001	016	170 NORTH FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	017	93 W. UNION STREET, WILKES BARRE, PA	LAND
001	018	29 -31 SPENCER STREET, WILKES BARRE, PA	LAND
001	019	35 SPENCER STREET, WILKES BARRE, PA	LAND
001	020	38 W. NORTH STREET, WILKES BARRE, PA	APARTMENTS FLOOD HALL
001	021	174 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLINGS
001	022	NW CORNER & N FRANKLIN, WILKES BARRE, PA	CHAPEL
001	023	110 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY SWELLING
001	024	85 W. UNION STREET, WILKES BARRE, PA	LAND
001	025	79-81 W. UNION STREET, WILKES BARRE, PA	LAND
001	026	108 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLING
001	027	11 W. NORTH STREET, WILKES BARRE, PA	OFFICE
001	028	196 N. FRANKLIN, WILKES BARRE, PA	SWELLING
001	029	73 W. UNION STREET, WILKES BARRE, PA	LAND
001	030	CORNER OF N. RIVER & W. UNION, WILKES BARRE, PA	OFFICE/CLASSROOM
001	031	101-105 N. MAIN, WILKES BARRE, PA	STORAGE
001	032	164-166 N. FRANKLIN, WILKES BARRE, PA	OFFICES
001	033	HIGHLAND BLVD, WILKES BARRE, PA	ATHLECTIC FIELD HOUSE
001	034	112 N. FRANKLIN, WILKES BARRE, PA	OFFICE
001	035	REAR 178 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLING
001	036	178 N. FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	037	71 WEST JACKSON STREET, WILKES BARRE, PA	LAND
001	038	118 N. FRANKLIN, WILKES BARRE, PA	LAND

NAMED INSURED : NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER : 630 1086N48A  
 TRANSACTION TYPE : NEW BUSINESS EFFECTIVE: 020109

-----DESIGNATION OF PREMISES SCHEDULE-----			
LOC	BLDG	DESIGNATED PREMISES	
NO.	NO.	(ADDRESS, CITY, STATE)	OCCUPANCY
001	039	11 W. UNION, WILKES BARRE, PA	OFFICES
001	040	112 N. FRANKLIN STREET, WILKES BARRE, PA	THREE FAMILY DWELLING
001	041	171 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	042	181 N. FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	043	84-86-88 N. MAIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	044	246 WASHINGTON STREET, WILKES BARRE, PA	LAND
001	045	90-92 N. MAIN STREET, WILKES BARRE, PA	LAND
001	046	192 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	047	25 WEST UNION STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	048	115-129 N. MAIN STREET, WILKES BARRE, PA	ALUMNI HALL
001	049	210 DIVISION STREET, WILKES BARRE, PA	STORAGE
001	050	175 N. FRANKLIN STREET, WILKES-BARRE, PA	ONE FAMILY DWELLING
001	051	113 N. FRANKLIN STREET, WILKES BARRE, PA	OFFICE
001	052	198 NORTH MAIN STREET, WILKES BARRE, PA	OFFICE
001	053	200 NORTH MAIN STREET, WILKES BARRE, PA	OFFICE
001	054	19-37 E. BENNETT STREET, WILKES BARRE, PA	OFFICE

NAMED INSURED: NEPEC Commercial Intellisys DATE : 01/22/09  
 INSURANCE CO : TRAV PROP CAS CO OF AMERICA TRANS TYPE: NB  
 BUSINESS TYPE: Hartford , CT 06105 QUOTE NUM : 1122459-01  
 POLICY NUM : 1086N48A99 AGY/PROD NUMBER: BDD02  
 CUSTOMER ID : 7926R4137 PROD NAME: AUD FREQ: ANNUAL  
 OPERATOR: KLEAK  
 LOB: PKG. (GL EXPERIENCE RATING) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE: 02/01/09

STATE : PA POL. TERM : 1 YEAR  
 PKG PROGRAM: 15  
 RATE REV DT: 08/01/08

\*\*\*\*\*  
 GENERAL LIABILITY EXPERIENCE RATING  
 CURRENT POLICY TERM INFORMATION :

CURRENT POLICY TYPE : OCCURRENCE DEDUCTIBLE BASIS :  
 PREM/OPS BASIC LIMIT PREMIUM : 175,918.00 DEDUCTIBLE TYPE :  
 PRODUCTS BASIC LIMIT PREMIUM : DEDUCTIBLE AMOUNT:  
 SPECIAL U/W EXPOSURE UNITS PREM/OPS : TEXAS ONLY (PKG) :  
 \*\*\*\*\*

ANNUAL BASIC LIM						SUBJECT		LOSS		ESTIMATED LOSS													
YR	SUBL	MANL	LOSS	COST	*	PAF1	*	PAF2	*	DETREND	=	LOSS	COST	*	EER	*	LOSS	DEV	=	ESTIMATED	LOSS	DEVELOPMENT	
07	PREM	111,004.00	*	1.000	*	1.000	*	0.907	=	100,681.00	*	0.928	*	0.424	=	39,615.00							
06	PREM	111,004.00	*	1.000	*	1.000	*	0.864	=	95,907.00	*	0.928	*	0.264	=	23,496.00							
05	PREM	111,004.00	*	1.000	*	1.000	*	0.823	=	91,356.00	*	0.928	*	0.159	=	13,480.00							
TOTAL						287,944.00						TOTAL						76,591.00					

\*\*\*\*\*  
 CREDIBILITY FACTOR : 0.5 EER : 0.928 MSL : 157300 PERMISSIBLE L/R : 0.631

TOTAL CAPPED ACTUAL LOSSES : 259,198.00  
 ESTIMATED LOSS DEVELOPMENT : 76,591.00  
 TOTAL RATABLE LOSSES : 335,789.00

ACTUAL EXPERIENCE RATIO : 1.166 [ TOTAL RATABLE LOSSES / TOTAL SUBJECT LOSS COST ]  
 EXPERIENCE MODIFICATION : 1.128 [ 1+((ACTUAL EXPERIENCE RATIO - EER) / EER \* CREDIBILITY FAC) ]



CHANGE EFFECTIVE DATE: 02-01-09  
CHANGE ENDORSEMENT NUMBER: 0001

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:  
NORTHEAST PENNSYLVANIA

Policy Number: Y-630-1086N48A-COF-09  
Policy Effective Date: 02/01/09  
Issue Date: 03/23/09  
Return Premium \$ 3,528

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

Effective from 02/01/09 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE COMMERCIAL GENERAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS:

DECLARATIONS PREMIUM SCHEDULE CG T0 07 09 87 IS AMENDED AS FOLLOWS:

LOC/ BLDG NO	CLASS DESCRIPT/ CODE NO	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
AMEND:					
	INCREASED LIMITS-FIRE DAMAGE LEGAL LIABILITY				
	39001	FIRE DMGE			422
	ABUSE OR MOLESTATION COVERAGE-OCCURRENCE				
	73600	PREM/OPS			200
	PSYCHOLOGICAL COUNSELORS PROFESSIONAL LIABILITY				
	82262	PREM/OPS			50
	PASTORS PROFESSIONAL LIABILITY				
	96074	PREM/OPS	T 5		50

PREMIUM IS PAYABLE AS FOLLOWS:

DUE ON 02/01/09 \$ 360 CR  
DUE ON 03/01/09 \$ 352 CR AND EACH SUBSEQUENT 1 MONTH

NAME AND ADDRESS OF AGENT OR BROKER:  
WILLIS OF PENNSYLVANIA I (BDD02)  
P O BOX 9052  
RADNOR, PA 19087

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL T0 07 09 87 PAGE 1 OF 1  
OFFICE: BLUE BELL



CHANGE EFFECTIVE DATE: 02-01-09  
CHANGE ENDORSEMENT NUMBER: 0001

POLICY NUMBER: Y-630-1086N48A-COF-09  
EFFECTIVE DATE: 02-01-09  
ISSUE DATE: 03-23-09

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.

IL T0 07 09 87 CHANGE ENDORSEMENT  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

COMMERCIAL GENERAL LIABILITY

CG T4 90 03 07 EXCLUSION-ABUSE/MOLESTATION

## GENERAL LIABILITY





## GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ABUSE AND MOLESTATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage **A** – Bodily Injury And Property Damage Liability:

**Abuse Or Molestation**

"Bodily injury" arising out of any act of "abuse or molestation".

- B.** The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage **B** – Personal Injury And Advertising Injury Liability:

**Abuse Or Molestation**

"Personal injury" arising out of any act of "abuse or molestation".

- C.** The following definitions are added to Section **V** – Definitions:

"Abuse or molestation" means any illegal or offensive physical act or contact committed by any "perpetrator" against any person who is:

- a.** Under 18 years of age;
- b.** Legally incompetent; or

- c.** In the care, custody or control of any insured and is physically or mentally incapable of consenting to such physical act or contact.

"Perpetrator" means any of the following persons who actually or allegedly commit any illegal or offensive physical act or contact:

- a.** You or your spouse, if you are an individual;
- b.** Your partners or members, or their spouses, if you are a partnership or joint venture;
- c.** Your managers or members, if you are a limited liability company;
- d.** Your "executive officers" or directors, if you are an organization other than a partnership, joint venture or limited liability company;
- e.** Your "employees" or "volunteer workers"; or
- f.** Any other person acting together with any of the persons described in Paragraphs **a.** through **e.** above.

OVERPRINT/CHANGE SLIP PAGE 1 OF 1

POLICY NUMBER: Y-630-1086N48A-COF-09

RATER: PMED ISSUE DATE: 03/23/09

INSTITUTIONAL

EFFECTIVE DATE: 02/01/09

EXPIRATION DATE: 02/01/10

CHANGE EFFECTIVE DATE: 02/01/09

INSUREDS NAME: NORTHEAST PENNSYLVANIA

PRORATA FACTOR: 1.000

SHORT RATE FACTOR: 1.000

NEW/RENEWAL: N

PAYMODE: M

SOLICITOR CODE:

AUDIT FREQUENCY: A

SAI: 7926R4137

RESPONSIBILITY: Y

MSI:

WATCH FILE: 0

RATING MODE: G

SURVEY CODE: 2

SPECIAL CODE:

REINSURANCE: N

PROGRAM CODE: 514

AUTO FILINGS:

FEDERAL TAX ID:

PREMIUM SUMMARY

S.B.	ACCOUNT MONTH	EFF. DATE	PREMIUM	NON PREMIUM	TOTAL
	0409	02/01/09	360.00 CR	0.00	360.00 CR
	0409	03/01/09	352.00 CR	0.00	352.00 CR
	0409	04/01/09	352.00 CR	0.00	352.00 CR
	0509	05/01/09	352.00 CR	0.00	352.00 CR
	0609	06/01/09	352.00 CR	0.00	352.00 CR
	0709	07/01/09	352.00 CR	0.00	352.00 CR
	0809	08/01/09	352.00 CR	0.00	352.00 CR
	0909	09/01/09	352.00 CR	0.00	352.00 CR
	1009	10/01/09	352.00 CR	0.00	352.00 CR
	1109	11/01/09	352.00 CR	0.00	352.00 CR
	TOTAL:		3,528.00 CR	0.00	3,528.00 CR

OFFICE: BLUE BELL 06Z  
PRODUCER NAME: WILLIS OF PENNSYLVANIA I

BDD02



CHANGE EFFECTIVE DATE: 02-01-09  
CHANGE ENDORSEMENT NUMBER: 0001

PREMIUM SPLIT FORM PAGE 1 OF 1

POLICY NUMBER: Y-630-1086N48A-COF-09

RATER: PMED ISSUE DATE: 03/23/09

ACCOUNT MONTH	EFFECTIVE DATE	COMM ITEM NC PREM	COMM ITEM PREMIUM	COMM ITEM PREMIUM	COMM ITEM PREMIUM
0409	02/01/09	360 CR			
0409	03/01/09	352 CR			
0409	04/01/09	352 CR			
0509	05/01/09	352 CR			
0609	06/01/09	352 CR			
0709	07/01/09	352 CR			
0809	08/01/09	352 CR			
0909	09/01/09	352 CR			
1009	10/01/09	352 CR			
1109	11/01/09	352 CR			
TOTAL:		3528 CR			

OFFICE: BLUE BELL 06Z  
PRODUCER NAME: WILLIS OF PENNSYLVANIA I

BDD02

NAMED INSURED: NEPEC  
SPECIAL NOTES: 01/02/09  
INSURANCE CO : CHARTER OAK FIRE INSURANC  
BUSINESS TYPE:

Travelers  
Agency Address 1  
Agency Address 2  
Hartford , CT 06105

DATE : 03/23/09  
TRANS TYPE: ENDT #001

POLICY NUM : 630 1086N48A  
CUSTOMER ID : 7926R4137

AGY/PROD NUMBER: BDD02  
PROD NAME :

AUD FREQ: ANNUAL  
OPERATOR: PMED09C

LOB: PACKAGE

EFFECTIVE DATE: 02/01/09

EXPIRE DATE: 02/01/10

ANNIV DATE:

POLICY INFORMATION:

PRD STATE : PA

POL. TERM : 1 YEAR  
PKG PROGRAM: INSTITUTIONAL PLAN A

\*\*\* POLICY PREMIUM TOTALS \*\*\*

COVERAGES	ANNUAL PREMIUM	CASH PREMIUM
DELUXE PROPERTY	65,426.00	
INLAND MARINE	338.00	
GENERAL LIABILITY	30,979.00	-3,528.00
GRAND TOTAL POLICY PREMIUM	96,743.00	-3,528.00

\*\*\*\*\* DELUXE PROPERTY\*\*\*\*\*  
NAMED INSURED: NEPEC Travelers DATE : 03/23/09  
SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT# 001  
INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
BUSINESS TYPE: Hartford, CT 06105

POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : ANNUAL  
CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR : PMED09C

LOB: PACKAGE (DELUXE PROPERTY) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE :

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
PKG PROGRAM : INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM
FUNGUS OPTION	1.00
GREEN BUILDING COVG	1.00
BUILDING	50,255.00
YOUR BUSINESS PERSONAL PROPERTY	7,372.00
BUSINESS INCOME	749.00
PREMIUM ENDORSEMENTS	7,048.00

GRAND TOTAL LOB PREMIUM 65,426.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 1\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE POLICY LEVEL INFORMATION\*\*\*\*\*

FUNGUS - OPTIONAL COVERAGE  
DIRECT DAMAGE - INCREASED LIMIT OF INSURANCE : 100,000  
GREEN BUILDING COVERAGE

----- POLICY LEVEL DELUXE RATING FORMULAS-----

FUNGUS COVERAGE	BASE PREM =	FINAL PREM
	1.00	1.00
GREEN BUILDING COVG	BASE PREM =	FINAL PREM
	1.00	1.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 2\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 001 INFORMATION\*\*\*\*\*

LOC# : 001 . BLDG# : 001 TERR STATE : PA  
133 NORTH RIVER STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 21292209 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 1391233 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 293370 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : 01 EQ DEDUCTIBLE CD : 1  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : 01 FLOOD DEDUCT CD : 1

----- LOC # 001/BLDG # 001 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE  
BLDG RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 21292209 100 10579.00 10579.00  
YBPP RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 1391233 100 691.00 691.00  
BI RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 293370 100 146.00 146.00

\*\*\*\*\*LOC # 001/ BLDG # 001 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 001 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY INPUT PREM = FINAL PREM  
1371.00 1371.00  
-----



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 3\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 002 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 002  
133 NORTH FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 10759285	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 572764	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 146561	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 002 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10759285 100	5346.00	5346.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 572764 100	285.00	285.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 146561 100	73.00	73.00

\*\*\*\*\*LOC # 001/ BLDG # 002 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 002 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
685.00	685.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 4\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 003 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 003 TERR STATE : PA  
147 FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 6582899	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 497918	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 91578	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 003 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6582899 100	3271.00	3271.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 497918 100	247.00	247.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 91578 100	46.00	46.00

\*\*\*\*\*LOC # 001/ BLDG # 003 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 003 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	429.00	429.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 5\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 004 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 004 TERR STATE : PA  
N. MAIN & WET JACKSON  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 9392117 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 339602 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 125862 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 004 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE  
BLDG RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 9392117 100 4667.00 4667.00  
YBPP RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 339602 100 169.00 169.00  
BI RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 125862 100 63.00 63.00

\*\*\*\*\*LOC # 001/ BLDG # 004 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 004 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY INPUT PREM = FINAL PREM  
589.00 589.00  
-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 6\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 005 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 005 TERR STATE : PA  
191 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 165000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCKG : 06	BUS INC LIMIT : 2264	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 005 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 165000 100	82.00	82.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2264 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 005 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 005 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 7\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 006 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 006 TERR STATE : PA  
191 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 11994	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 155	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 006 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 11994 100	6.00	6.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 155 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 006 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 006 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	2.00	2.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 8\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 007 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 007  
SW JACKSON STREET  
WILKES BARRE, PA

TERR STATE : PA  
TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 8960736	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 8829954	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 230091	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 007 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8960736 100	4452.00	4452.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8829954 100	4387.00	4387.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 230091 100	114.00	114.00

\*\*\*\*\*LOC # 001/ BLDG # 007 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 007 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	1076.00	1076.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 9\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 008 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 008  
N. MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 03	BLDG LIMIT : 6796608	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 243111	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 91047	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 008 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6796608 100	3377.00	3377.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 243111 100	121.00	121.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 91047 100	45.00	45.00

\*\*\*\*\*LOC # 001/ BLDG # 008 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 008 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
426.00	426.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 10\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 009 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 009 TERR STATE : PA  
N. MAIN STREET  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 11270105	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 760610	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 155597	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 009 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )= SUBTOTAL =	FINAL PREM
	0.049686 11270105 100 5600.00	5600.00
YBPP	RATE *( LIMIT / CONST )= SUBTOTAL =	FINAL PREM
	0.049686 760610 100 378.00	378.00
BI	RATE *( LIMIT / CONST )= SUBTOTAL =	FINAL PREM
	0.049686 155597 100 77.00	77.00

\*\*\*\*\*LOC # 001/ BLDG # 009 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 009 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	728.00	728.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 11\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 010 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 010  
185 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 345061	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 16699	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 4679	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 010 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 345061 100	171.00	171.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 16699 100	8.00	8.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 4679 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 010 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 010 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
23.00	23.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 12\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 011 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 011 TERR STATE : PA  
187 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 173084	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20205	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2501	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 011 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 173084 100	86.00	86.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20205 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2501 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 011 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 011 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	13.00	13.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 13\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 012 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 012 TERR STATE : PA  
134 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 293394 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 5360 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 3864 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 012 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE  
BLDG RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 293394 100 146.00 146.00  
YBPP RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 5360 100 3.00 3.00  
BI RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 3864 100 2.00 2.00

\*\*\*\*\*LOC # 001/ BLDG # 012 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 012 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY INPUT PREM = FINAL PREM  
19.00 19.00  
-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 14\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 013 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 013 TERR STATE : PA  
56 N. NORTH STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 131474 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : YBPP INS MTHD :  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCFG : 06 BUS INC LIMIT : 1701 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 013 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		131474		100		65.00		65.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		1701		100		1.00		1.00

\*\*\*\*\*LOC # 001/ BLDG # 013 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 013 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	9.00		9.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 15\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 014 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 014  
57 W. JACKSON STREET  
WILKES BARRE, PA

TERR STATE : PA  
TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 1964207	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1107	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCBG : 06	BUS INC LIMIT : 25418	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 014 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1964207 100	976.00	976.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1107 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 25418 100	13.00	13.00

\*\*\*\*\*LOC # 001/ BLDG # 014 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 014 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	120.00	120.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 15\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 015 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 015 TERR STATE : PA  
170 NORTH FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 223275	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 3017	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 015 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 223275 100	111.00	111.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3017 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 015 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 015 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	15.00	15.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 17\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 016 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 016 TERR STATE : PA  
170 NORTH FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 14393	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCKG : 06	BUS INC LIMIT : 186	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 016 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 14393 100	7.00	7.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 186 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 016 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 016 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	2.00	2.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 18\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 020 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 020 TERR STATE : PA  
38 W. NORTH STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 600000 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 20000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 8019 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 020 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 600000 100	298.00	298.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8019 100	4.00	4.00

\*\*\*\*\*LOC # 001/ BLDG # 020 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 020 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	38.00	38.00

-----



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 19\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 022 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 022 TERR STATE : PA  
NW CORNER & N FRANKLIN  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 973828	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 184432	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 14981	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 022 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 973828 100	484.00	484.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 184432 100	92.00	92.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 14981 100	7.00	7.00

\*\*\*\*\*LOC # 001/ BLDG # 022 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 022 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	71.00	71.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 20\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 023 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 023  
110 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 110000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1682	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 023 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 110000 100	55.00	55.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1682 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 023 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 023 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
6.00	6.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 21\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 026 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 026 TERR STATE : PA  
108 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 03	BLDG LIMIT : 101119	BLDG INS MTHD : B
SPRKL FRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1437	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 026 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 101119 100	50.00	50.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1437 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 026 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 026 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
8.00	8.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 22\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 027 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 027 TERR STATE : PA  
11 W. NORTH STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 165000 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 15000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 2328 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 027 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 165000 100	82.00	82.00
YBPP	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 15000 100	7.00	7.00
BI	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 2328 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 027 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 027 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 23\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 028 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 028  
196 N. FRANKLIN  
WILKES BARRE, PA

TAX DIST :  
TERR STATE : PA

CONSTRUCT CODE : 04	BLDG LIMIT : 161920	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 2223	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 028 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 161920 100	80.00	80.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2223 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 028 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 028 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
11.00	11.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 24\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 030 INFORMATION\*\*\*\*\*

LOC# : 001      BLDG# : 030      TERR STATE : PA  
CORNER OF N. RIVER & W. UNION  
WILKES BARRE, PA      TAX DIST :  
-----  
CONSTRUCT CODE : 04      BLDG LIMIT : 9210000      BLDG INS MTHD : B  
SPRKL PRT TYPE : 1      YBPP LIMIT : 810000      YBPP INS MTHD : B  
PROT CLASS : 03      YBPP EX STOCK LIM:      YBPP EX STOCK IM :  
EQ ZONE : 04      STOCK LIMIT :      STOCK INS MTHD :  
# STORY OPT :      PPO LIMIT :      PPO INS MTHD :  
COMML BCEG : 06      BUS INC LIMIT : 129591      BUS INC INS MTHD : B  
INDIV GRD : N      EXT EXP LIMIT :      EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE :      EQ DEDUCTIBLE CD :  
EQSL CODE :      EQSL DEDUCT CD :  
FLOOD CODE :      FLOOD DEDUCT CD :

----- LOC # 001/BLDG # 030 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 9210000 100	4576.00	4576.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 810000 100	402.00	402.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129591 100	64.00	64.00

\*\*\*\*\*LOC # 001/ BLDG # 030 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 030 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	606.00	606.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 25\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 031 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 031 TERR STATE : PA  
101-105 N. MAIN  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PFO LIMIT :	PFO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 129	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 031 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 031 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 031 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	2.00	2.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 26\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 032 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 032  
164-166 N. FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 271710	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 3644	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 032 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 271710 100	135.00	135.00
YBPP	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE * ( LIMIT / CONST ) =	SUBTOTAL =	FINAL PREM
	0.049686 3644 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 032 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 032 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
18.00	18.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 27\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 033 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 033 TERR STATE : PA  
HIGHLAND BLVD  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 400000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 100000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCBG : 06	BUS INC LIMIT : 6467	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 033 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 400000 100	199.00	199.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 100000 100	50.00	50.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6467 100	3.00	3.00

\*\*\*\*\*LOC # 001/ BLDG # 033 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 033 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	31.00	31.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 28\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 034 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 034 TERR STATE : PA  
112 N. FRANKLIN  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 156000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 22000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2303	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 034 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 156000 100	78.00	78.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 22000 100	11.00	11.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2303 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 034 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 034 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 29\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 035 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 035  
REAR 178 N. FRANKLIN STREET  
WILKES BARRE, PA

TAX DIST :

TERR STATE : PA

CONSTRUCT CODE : 04	BLDG LIMIT : 117000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1643	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 035 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 117000 100	58.00	58.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1643 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 035 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 035 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 30\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 036 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 036  
178 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 4613	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 60	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 036 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 4613 100	2.00	2.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 60 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 036 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 036 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	1.00	1.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 31\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 038 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 038  
118 N. FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 166072	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2277	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 038 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 166072 100	83.00	83.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2277 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 038 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 038 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 32\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 039 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 039 TERR STATE : PA  
11 W. UNION  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 107640	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML RCEG : 06	BUS INC LIMIT : 1521	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 039 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 107640 100	53.00	53.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1521 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 039 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 039 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	8.00	8.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 33\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 040 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 040  
112 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 129167	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1683	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 040 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129167 100	64.00	64.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1683 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 040 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 040 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 34\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 041 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 041  
171 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 150000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2199	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 041 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 150000 100	75.00	75.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2199 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 041 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 041 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
11.00	11.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 35\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 043 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 043  
84-86-88 N. MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 124167	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1736	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 043 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 124167 100	62.00	62.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1736 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 043 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 043 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 36\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 046 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 046  
192 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 187000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2432	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 046 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 187000 100	93.00	93.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2432 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 046 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 046 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 37\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N46A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 047 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 047  
25 WEST UNION STREET  
WILKES BARRE, PA

TERR STATE : PA  
TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 175000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2276	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 047 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 175000 100	87.00	87.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2276 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 047 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 047 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 38\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 048 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 048 TERR STATE : PA  
115-129 N. MAIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 8810263	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 325000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCRG : 06	BUS INC LIMIT : 118149	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 048 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8810263 100	4377.00	4377.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 325000 100	161.00	161.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 118149 100	59.00	59.00

\*\*\*\*\*LOC # 001/ BLDG # 048 PREMIUM ENDORSEMENTS COVERAGE INFORMATION\*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 048 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	553.00	553.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 39\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 049 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 049 TERR STATE : PA  
210 DIVISION STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 225000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 2910	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 049 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 225000 100	112.00	112.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2910 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 049 PREMIUM ENDORSEMENTS COVERAGE INFORMATION\*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 049 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	15.00	15.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 40\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 050 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 050 TERR STATE : PA  
175 N. FRANKLIN STREET  
WILKES-BARRE, PA TAX DIST :

CONSTRUCT CODE : 03	BLDG LIMIT : 162000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2096	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 050 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 162000 100	80.00	80.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2096 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 050 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 050 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	11.00	11.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 41\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 051 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 051 TERR STATE : PA  
113 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 178000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2432	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 051 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 178000 100	88.00	88.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2432 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 051 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 051 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 42\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 052 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 052 TERR STATE : PA  
198 NORTH MAIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 139000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1928	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 052 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 139000 100	69.00	69.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1928 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 052 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 052 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	10.00	10.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 43\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 053 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 053  
200 NORTH MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 172000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT : 2	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2354	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT : 1980		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 053 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 172000 100	85.00	85.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2354 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 053 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 053 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 44\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 001 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 054 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 054  
19-37 E. BENNETT STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 280000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT : 2	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 3621	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT : 1980		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 054 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 280000 100	139.00	139.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3621 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 054 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 054 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
18.00	18.00

\*\*\*\*\* (PA) STATE TOTAL = 65,426.00\*\*\*\*\*

\*\*\*\*\* POLICY TOTAL = 65,426.00\*\*\*\*\*

\*\*\*\*\* INLAND MARINE\*\*\*\*\*  
NAMED INSURED: NEPEC Travelers DATE : 03/23/09  
SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT# 001  
INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
BUSINESS TYPE: Hartford, CT 06105

POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : NON-AUDIT  
CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR : PMED09C

LOB: PACKAGE (INLAND MARINE) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE :

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
PKG PROGRAM : INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM
FINE ARTS	232.00
MISCELLANEOUS N.O.C.	106.00
GRAND TOTAL LOB PREMIUM	338.00

\*\*\*\*\* INLAND MARINE\*\*\*\*\*PAGE: 1\*\*\*\*\*

NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRANS TYPE : CHANGE ENDT. # 001 EFFECTIVE: 02/01/09  
TRANS FACTOR : 1

\*\*\*\*\*INLAND MARINE LOC # 001/BLDG # 001 INFORMATION\*\*\*\*\*

LOC#: 001 BLDG#: 001  
133 NORTH RIVER STREET  
WILKES BARRE , PA 18702

TERR STATE: PA  
TAX DIST :

CLASS: 0921 DESCR: IM RATE REV DT: 01/01/97 PF RATE REV DT: 03/01/08  
POLICY TYPE : N PKG DESC: IM RATE DEV DT: 02/01/09 PF RATE DEV DT: 02/01/09

RATE : .030	ACCOUNTS RECEIVABLE	VALUABLE PAPERS	PHYSICIANS EQUIPMENT	STATIONARY ORGANS
OLD/NEW : NEW	-----	-----	-----	-----
SPKLR : YES				
PROT CLASS: 03	LIM 1 :	LIM 1 :	LIMIT :	LIMIT :
CONSTRUCT : MSRY NON-COMBST	LIM 2 :	#1 SCHED:	COV. EXT:	DED :
RATE GROUP:	RISK CL:	LIM 2 :	DEDUCT :	
BG I TERR : 003	RPTG :	#2 SCHED:		SIGNS
BG II TERR: 001	RPTG LM:	LIM 3 :		-----
BG II SYMB:	BRAN LM:	#3 SCHED:		OUTSIDE LIM:
GRPII SYMB:		DEDUCT :		INSIDE LIM:
MISC/DIST :				DEDUCTIBLE :

-----LOC # 001/BLDG # 001 INLAND MARINE RATING FORMULAS-----  
COVERAGE

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRANS TYPE : CHANGE ENDT. # 001 EFFECTIVE: 02/01/09  
 TRANS FACTOR : 1

\*\*\*\*\*  
 \*\*\*\* LOC # 001/ BLDG # 001 INLAND MARINE COVERAGE INFORMATION \*\*\*\*  
 \*\*\*\*\*

## FINE ARTS

-----  
 CLASS CODE : 334  
 CLASS DESCRIPTION : FINE ARTS  
 SURCHARGE :  
 PREMIUM : 232  
 LIMIT : 438840  
 RDF CODE :  
 RMF CODE : 1.00  
 DED : 07 1,000  
 RATE : .0380  
 PROBABLE MAX LOSS : 500      VALUE SUBJECT : 500000

## MISCELLANEOUS N.O.C.

-----  
 CLASS CODE : 798  
 CLASS DESCRIPTION : SCHEDULED ITEMS  
 SURCHARGE :  
 PREMIUM : 106  
 LIMIT : 191850  
 RDF CODE :  
 RMF CODE : 1.00  
 DED : 07 1,000  
 RATE : .0380  
 MISC 1 : 2      MISC 2 :

\*\*\*\*\*  
 \*\*\*\* LOC # 001/ BLDG # 001 INLAND MARINE RATING FORMULAS \*\*\*\*  
 \*\*\*\*\*

FINE ARTS:  
 PREMIUM =  
 232.00

FINAL PREM  
 232.00

MISCELLANEOUS N.O.C.:  
 PREMIUM =  
 106.00

FINAL PREM  
 106.00

\*\*\*\*\* STATE LEVEL (PA) LOB LEVEL PREMIUM INCLUDED IN THIS STATE TOTAL \*\*\*\*\*  
 \*\*\*\*\* STATE TOTAL PREMIUM = 338.00 \*\*\*\*\*  
 \*\*\*\*\* LOB TOTAL PREMIUM = 338.00 \*\*\*\*\*

\*\*\*\*\* GEN. LIAB. - SIMPLIFIED \*\*\*\*\*  
NAMED INSURED: NEPEC Travelers DATE : 03/23/09  
SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE : ENDT# 001  
INSURANCE CO.: CHARTER OAK FIRE INSURANC Agency Address 2  
BUSINESS TYPE: Hartford , CT 06105

POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : ANNUAL  
CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR : PMED09C

LOB: PACKAGE (GENERAL LIABILITY) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE:

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
PKG PROGRAM: INSTITUTIONAL PLAN A

\* \* \* \* FULL COMPOSITE RATED \* \* \* \*  
\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM	GL	COMPOSITE
GARAGEKEEPERS LEGAL	750.00		
EMPLOYEE BENEFIT LIAB.	300.00		
FIRE DMG/DMG TO RENTED PREMISES	422.00		
PASTORS PROF LIAB	50.00		
PSYCH COUNSELORS PROF	50.00		
ABUSE OR MOLESTATION OCC	200.00		

GRAND TOTAL GENERAL LIABILITY PREMIUM 30,979.00

EXPERIENCE RATING - PREMISES MANUAL PREMIUM : 40,976.00  
EXPERIENCE RATING - PRODUCTS MANUAL PREMIUM :

\*\*\*\*\* GEN. LIAB. - SIMPLIFIED \*\*\*\*\*PAGE: 1\*\*\*\*\*  
NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRAN TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109  
TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB POLICY LEVEL INFORMATION\*\*\*\*\*

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A

AUDIT FREQ	: 04 - ANNUAL	RETRO DATE	:	CLMS YR	:
POLICY TYPE	: OCCURRENCE				
RETRO RATED	: NO				
GENERAL AGGR	: 5,000,000	PROD/COMPL AGGR	: 2,000,000		
PER/ADV INJ	: 1,000,000	EACH OCCURRENCE	: 1,000,000		
DMG TO RENTD PREMISES	: 1,000,000	MEDICAL EXPENSE	: 5,000		
EXISTENCE HAZARD AGGR	:				
PREM/OPS EXPR	: 40,976.00	PRODUCTS EXPR	:		
EMP BEN OCC	: 1,000,000	EMP BEN AGGR	: 2,000,000	EMP BEN EX	: 250
PASTORS AGG	: 5,000,000	PASTORS OCC	: 1,000,000	PASTORS EXP	: 5
PSYCH COUNSELORS AGG	: 5,000,000	PSYCH COUNSELORS OCC	: 1,000,000	PSYCH COUNSELORS EXP	: 5
ABUSE/MOL-OCC AGG	: 2,000,000	ABUSE/MOL-OCC OCC	: 1,000,000	ABUSE/MOL-OCC EXP	: 5
DED SUBLINE	:	DED APPLY	:		
DED AMOUNT	:	DED TYPE	:		
		DED LOSS TYPE	:		
PREM ILF 1	:	PREM ILF 2	:	PREM ILF 3	:
PROD ILF A	:	PROD ILF B	:	PROD ILF C	:

PREMOPS/PRODUCTS EXTENSIONS: COLLEGE & SCHOOLS XTEND END

-----POLICY LEVEL GENL LIAB RATING FORMULAS-----

CLASS CODE : 39002 EMPLOYEE BENEFITS	PREMIUM = 300.00	FINAL PREM 300.00
CLASS CODE : 39001 DMG TO RENT PREMISES	PREMIUM = 422.000	FINAL PREM 422.00
CLASS CODE : 96074 PASTORS	PREMIUM = 50.00	FINAL PREM 50.00
CLASS CODE : 73600 ABUSE OR MOL-OCC	PREMIUM = 200.00	FINAL PREM 200.00
CLASS CODE : 82262 PSYCH COUNSELORS	PREMIUM = 50.00	FINAL PREM 50.00

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 40066 INFO

LOC # : 001 BLDG # : 001  
133 NORTH RIVER STREET  
WILKES BARRE,PA

TERR STATE: PA  
TERR RATE : 504  
TAX DIST :

CLASS CODE : 40066  
CLASS ID : 000

DESC : ATHLETIC PROGRAMS - AMATEUR - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A  
PROD EXCLUD : N  
PREM/OPS DED  
TYPE AMOUNT

RATE REV DATE: 08/01/08 DEV REV DATE: 02/01/09  
DED APPLIES : N  
PRODUCTS DED  
TYPE AMOUNT

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE-ENDT. # 001 EFFECTIVE: 020109  
 TRANS FACTOR : 1

## \*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

## INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 10,500.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : Y  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 500  
 AUD PRO-RATED EXPOS:

GAME/EACH - UNITS OF EXPOSURE

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

PREMOPS BASE OVERRIDE : 35.000  
 PREMOPS FILED BASE RATE :

PRODUCTS BASE OVERRIDE :  
 PRODUCTS FILED BASE RATE :

## ----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

## ----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD)	EXPER MOD	CONST	COMP (EXPNS)	AGENT EXPNS	CONST	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

## -----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 40066      DESC : ATHLETIC PROGRAMS - AMATEUR - OTHER THAN

PREM/OPS	BASE RATE	INCR	LIMIT	RATE MOD	FINAL RATE	EXPOSURE	FINAL PREM
	35.000	1.610	0.2335	13.158	500.000		6579.00
ADDL FACTORS:      BASE LCM 1.00000      PREM/OPS CMM: 1							

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

CLASS CODE : 75491  
 GARAGEKEEPERS LEGAL

PREMIUM =  
 750.00

FINAL PREM  
 750.00

## \*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 41421 INFO

CLASS CODE : 41421  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : CAMPS - FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

## INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 17,825.00  
 PRODUCTS EXPER MAN PREM :



NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109  
 TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 28000  
 AUD PRO-RATED EXPOS:

CAMPER DAYS/EACH - UNITS OF EXPOSU  
 PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	* DEV	SCHED (MOD	+	EXPER MOD	-	CONST )	* (EXPNS	+	AGENT EXPNS	-	CONST )	* MOD	* MMRP MOD	= RATE MOD
1.0000	.6000	1.000		1.128		1.0000	1.000		1.000		1.0000	.345	1.000	.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 41421      DESC : CAMPS - FOR-PROFIT

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	= FINAL PREM
	1.061		1.610	0.2335	0.399	28000.000	11172.00

ADDL FACTORS:      BASE LCM 1.53800      PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 41715 INFO

CLASS CODE : 41715  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : DAY CARE CENTERS - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES  
 PREM/OPS : 1  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 1,831.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 215  
 AUD PRO-RATED EXPOS:

PERSON/EACH - UNITS OF EXPOSURE  
 PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109  
 TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD	EXPER MOD	CONST )	COMP (EXPNS	AGENT EXPNS	CONST )	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 41715      DESC : DAY CARE CENTERS - OTHER THAN NOT-FOR-PR

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	= FINAL PREM
	14.196		1.360	0.2335	4.508	215.000	969.00
ADDL FACTORS:	BASE LCM	1.53800	PREM/OPS	CMM:	1		

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 44193 INFO

CLASS CODE : 44193  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : GRANDSTANDS OR BLEACHERS - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 1,548.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : Y  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 12  
 AUD PRO-RATED EXPOS:

GRANDSTAND/EACH - UNITS OF EXPOSUR

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

PREMOPS BASE OVERRIDE : 215.000  
 PREMOPS FILED BASE RATE :

PRODUCTS BASE OVERRIDE :  
 PRODUCTS FILED BASE RATE :

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109  
 TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	*	PKG DEV	*	SCHED (MOD	+	EXPER MOD	-	CONST	)	*	COMP (EXPNS	+	AGENT EXPNS	-	CONST	)	*	OTHER MOD	*	MMRP MOD	=	RATE MOD
1.0000		.6000		1.000		1.128		1.0000			1.000		1.000		1.0000			.345		1.000		.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 44193      DESC : GRANDSTANDS OR BLEACHERS - OTHER THAN NO

PREM/OPS	BASE RATE	*	INCR	LIMIT	*	RATE MOD	=	FINAL RATE	*	EXPOSURE	=	FINAL PREM
	215.000			1.610		0.2335		80.826		12.000		970.00
	ADDL FACTORS:      BASE LCM 1.00000 PREM/OPS CMM: 1											

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 67508 INFO

CLASS CODE : 67508  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : SCHOOLS - COLLEGES, UNIVERSITIES,  
 JUNIOR COLLEGES OR COLLEGE  
 PREPARATORY OTHER THAN  
 NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES  
 PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 6,885.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 273284      AREA/NEAREST THOUSAND  
 AUD PRO-RATED EXPOS:

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	*	PKG DEV	*	SCHED (MOD	+	EXPER MOD	-	CONST	)	*	COMP (EXPNS	+	AGENT EXPNS	-	CONST	)	*	OTHER MOD	*	MMRP MOD	=	RATE MOD
1.0000		.6000		1.000		1.128		1.0000			1.000		1.000		1.0000			.345		1.000		.2335

\*\*\*\*\*GENERAL LIABILITY TOTAL = 30,979.00\*\*\*\*\*  
 NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109  
 TRANS FACTOR : 1

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 67508      DESC : SCHOOLS - COLLEGES, UNIVERSITIES, JUNIOR  
 PREM/OPS      BASE RATE \* INCR LIMIT \* RATE MOD = FINAL RATE \* EXPOSURE =      FINAL PREM  
                  41.987      1.610      0.2335      15.784      273.284      4314.00  
 ADDL FACTORS:      BASE LCM 1.53800 PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 67510 INFO

CLASS CODE : 67510      DESC : SCHOOLS - DORMITORY FACILITIES -  
 CLASS ID : 000      OTHER THAN NOT-FOR-PROFIT  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A      RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 PROD EXCLUD : N      DED APPLIES : N  
 PREM/OPS DED      PRODUCTS DED  
 TYPE AMOUNT      TYPE AMOUNT

INCREASE LIMITS TABLES  
 PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 2,387.00  
 PRODUCTS EXPER MAN PREM :  
 PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 157720      AREA/NEAREST THOUSAND  
 AUD PRO-RATED EXPOS:

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

-----GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT-----  
 -----PREMOPS-----

PKG MOD	PKG DEV	SCHED (MOD)	EXPER MOD	CONST	COMP (EXPNS)	AGENT EXPNS	CONST	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 67510      DESC : SCHOOLS - DORMITORY FACILITIES - OTHER T  
 PREM/OPS      BASE RATE \* INCR LIMIT \* RATE MOD = FINAL RATE \* EXPOSURE =      FINAL PREM  
                  25.223      1.610      0.2335      9.482      157.720      1496.00  
 ADDL FACTORS:      BASE LCM 1.53800 PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*STATE TOTAL (PA) = 30,979.00\*\*\*\*\*

----- COMPOSITE GROUP # 001 -----

COVERAGES	PREMIUM EXPOSURE	COMPOSITE RATES	PRO RATA	COMPOSITE PREMIUMS
-----		-----	-----	-----
COMBINED	2118	13.790	1.000	29,207.00

[illegible]

NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRAN TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109  
TRANS FACTOR : 1

\*\*\*\*\*GENERAL LIABILITY COMPOSITE SCHEDULE\*\*\*\*\*

----- COMPOSITE GROUP # 001 -----

STATE: PA

COVERAGES	PREMIUM EXPOSURE	COMPOSITE RATES	PRO RATA	COMPOSITE PREMIUMS
-----	-----	-----	-----	-----
COMBINED	2118	13.790	1.000	29,207.00

\*\*\*\*\* GEN. LIAB. - SIMPLIFIED \*\*\*\*\*PAGE: 1\*\*\*\*\*  
 NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRANS TYPE : CHANGE END # 001 EFFECTIVE: 020109  
 TRANS FACTOR : 1  
 \*\*\*\*\*GENERAL LIABILITY RETURN PREMIUMS\*\*\*\*\*  
 ----- STATE: PA GENERAL LIABILITY CHANGE ENDORSEMENT PREMIUMS -----

96074 (PASTORS PROF)	OLD ANNUAL: 500.00	R/P: -450.00
82262 (PSYCH COUNSELORS PROF)	OLD ANNUAL: 500.00	R/P: -450.00
73600 (ABUSE OR MOLESTATION OCC)	OLD ANNUAL: 1500.00	R/P: -1300.00
39001 (FIRE DAMAGE)	OLD ANNUAL: 1750.00	R/P: -1328.00

\*\*\*\*\*GENERAL LIABILITY TOTAL CASH PREMIUMS BY STATE\*\*\*\*\*  
 CASH STATE TOTAL (PA) = -3,528.00  
 \*\*\*\*\*GENERAL LIABILITY TOTAL CASH PREMIUM = -3,528.00 \*\*\*\*\*

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 1 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers  
 SPECIAL NOTES: 01/02/09 Agency Address 1  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: PMED09C

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
001	001	133 NORTH RIVER STREET WILKES BARRE, PA	DELUXE GENERAL LIABILITY (SIM) INLAND MARINE	11,416.00 26,250.00 338.00
			TOTAL	38,004.00
001	002	133 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	5,704.00
			TOTAL	5,704.00
001	003	147 FRANKLIN STREET WILKES BARRE, PA	DELUXE	3,564.00
			TOTAL	3,564.00
001	004	N. MAIN & WET JACKSON WILKES BARRE, PA	DELUXE	4,899.00
			TOTAL	4,899.00
001	005	191 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	88.00
			TOTAL	88.00
001	006	191 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	7.00
			TOTAL	7.00
001	007	SW JACKSON STREET WILKES BARRE, PA	DELUXE	8,953.00
			TOTAL	8,953.00
001	008	N. MAIN STREET WILKES BARRE, PA	DELUXE	3,543.00
			TOTAL	3,543.00
001	009	N. MAIN STREET WILKES BARRE, PA	DELUXE	6,055.00
			TOTAL	6,055.00



\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 2 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 03/23/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #001  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: PMED09C

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	010	185 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	181.00
			TOTAL	181.00
001	011	187 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	97.00
			TOTAL	97.00
001	012	134 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	151.00
			TOTAL	151.00
001	013	56 N. NORTH STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	014	57 W. JACKSON STREET WILKES BARRE, PA	DELUXE	990.00
			TOTAL	990.00
001	015	170 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	118.00
			TOTAL	118.00
001	016	170 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	8.00
			TOTAL	8.00
001	020	38 W. NORTH STREET WILKES BARRE, PA	DELUXE	312.00
			TOTAL	312.00
001	022	NW CORNER & N FRANKLIN WILKES BARRE, PA	DELUXE	583.00
			TOTAL	583.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 3 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers  
 SPECIAL NOTES: 01/02/09 Agency Address 1 DATE : 03/23/09  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2 TRANS TYPE: ENDT #001  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: PMED09C

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	023	110 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	026	108 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	56.00
			TOTAL	56.00
001	027	11 W. NORTH STREET WILKES BARRE, PA	DELUXE	90.00
			TOTAL	90.00
001	028	196 N. FRANKLIN WILKES BARRE, PA	DELUXE	86.00
			TOTAL	86.00
001	030	CORNER OF N. RIVER & W. U WILKES BARRE, PA	DELUXE	5,042.00
			TOTAL	5,042.00
001	031	101-105 N. MAIN WILKES BARRE, PA	DELUXE	6.00
			TOTAL	6.00
001	032	164-166 N. FRANKLIN WILKES BARRE, PA	DELUXE	142.00
			TOTAL	142.00
001	033	HIGHLAND BLVD WILKES BARRE, PA	DELUXE	252.00
			TOTAL	252.00
001	034	112 N. FRANKLIN WILKES BARRE, PA	DELUXE	90.00
			TOTAL	90.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 4 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 03/23/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #001  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: PMED09C

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	035	REAR 178 N. FRANKLIN STRE WILKES BARRE, PA	DELUXE	64.00
			TOTAL	64.00
001	036	178 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	3.00
			TOTAL	3.00
001	038	118 N. FRANKLIN WILKES BARRE, PA	DELUXE	89.00
			TOTAL	89.00
001	039	11 W. UNION WILKES BARRE, PA	DELUXE	59.00
			TOTAL	59.00
001	040	112 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	041	171 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	86.00
			TOTAL	86.00
001	043	84-86-88 N. MAIN STREET WILKES BARRE, PA	DELUXE	68.00
			TOTAL	68.00
001	046	192 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	95.00
			TOTAL	95.00
001	047	25 WEST UNION STREET WILKES BARRE, PA	DELUXE	89.00
			TOTAL	89.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 5 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 03/23/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #001  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: PMED09C

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	---	-----	-----	-----
001	048	115-129 N. MAIN STREET WILKES BARRE, PA	DELUXE	4,597.00
			TOTAL	4,597.00
001	049	210 DIVISION STREET WILKES BARRE, PA	DELUXE	113.00
			TOTAL	113.00
001	050	175 N. FRANKLIN STREET WILKES-BARRE, PA	DELUXE	81.00
			TOTAL	81.00
001	051	113 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	94.00
			TOTAL	94.00
001	052	198 NORTH MAIN STREET WILKES BARRE, PA	DELUXE	75.00
			TOTAL	75.00
001	053	200 NORTH MAIN STREET WILKES BARRE, PA	DELUXE	91.00
			TOTAL	91.00
001	054	19-37 E. BENNETT STREET WILKES BARRE, PA	DELUXE	141.00
			TOTAL	141.00
POLICY LEVEL PREMIUMS			GENERAL LIABILITY (SIM)	1,022.00

NAMED INSURED : NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER : 630 1086N48A  
 TRANSACTION TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109

-----DESIGNATION OF PREMISES SCHEDULE-----			
LOC NO.	BLDG NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	133 NORTH RIVER STREET, WILKES BARRE, PA	KINGS COLLEGE
001	002	133 NORTH FRANKLIN STREET, WILKES BARRE, PA	DORM
001	003	147 FRANKLIN STREET, WILKES BARRE, PA	CLASSROOM
001	004	N. MAIN & WET JACKSON, WILKES BARRE, PA	PHYS ED BUILDING
001	005	191 N. FRANKLIN STREET, WILKES BARRE, PA	OFFICES
001	006	191 N. FRANKLIN STREET, WILKES BARRE, PA	THREE CAR GARAGE
001	007	SW JACKSON STREET, WILKES BARRE, PA	LIBRARY
001	008	N. MAIN STREET, WILKES BARRE, PA	ESSEFF HALL DORM
001	009	N. MAIN STREET, WILKES BARRE, PA	STUDENT UNION
001	010	185 N. FRANKLIN STREET, WILKES BARRE, PA	THREE FAMILY DWELLING
001	011	187 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY SWELLING
001	012	134 N. FRANKLIN STREET, WILKES BARRE, PA	ADMINSTRATIVE OFFICES
001	013	56 N. NORTH STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	014	57 W. JACKSON STREET, WILKES BARRE, PA	LUKSIC HALL
001	015	170 NORTH FRANKLIN STREET, WILKES BARRE, PA	ONE FRAMILY DWELLING
001	016	170 NORTH FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	017	93 W. UNION STREET, WILKES BARRE, PA	LAND
001	018	29 -31 SPENCER STREET, WILKES BARRE, PA	LAND
001	019	35 SPENCER STREET, WILKES BARRE, PA	LAND
001	020	38 W. NORTH STREET, WILKES BARRE, PA	APARTMENTS FLOOD HALL
001	021	174 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLINGS
001	022	NW CORNER & N FRANKLIN, WILKES BARRE, PA	CHAPEL
001	023	110 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY SWELLING
001	024	85 W. UNION STREET, WILKES BARRE, PA	LAND
001	025	79-81 W. UNION STREET, WILKES BARRE, PA	LAND
001	026	108 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLING
001	027	11 W. NORTH STREET, WILKES BARRE, PA	OFFICE
001	028	196 N. FRANKLIN, WILKES BARRE, PA	SWELLING
001	029	73 W. UNION STREET, WILKES BARRE, PA	LAND
001	030	CORNER OF N. RIVER & W. UNION, WILKES BARRE, PA	OFFICE/CLASSROOM
001	031	101-105 N. MAIN, WILKES BARRE, PA	STORAGE
001	032	164-166 N. FRANKLIN, WILKES BARRE, PA	OFFICES
001	033	HIGHLAND BLVD, WILKES BARRE, PA	ATHLECTIC FIELD HOUSE
001	034	112 N. FRANKLIN, WILKES BARRE, PA	OFFICE
001	035	REAR 178 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLING
001	036	178 N. FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	037	71 WEST JACKSON STREET, WILKES BARRE, PA	LAND
001	038	118 N. FRANKLIN, WILKES BARRE, PA	LAND

NAMED INSURED : NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER : 630 1086N48A  
 TRANSACTION TYPE : CHANGE ENDT. # 001 EFFECTIVE: 020109

-----DESIGNATION OF PREMISES SCHEDULE-----			
LOC	BLDG	DESIGNATED PREMISES	
NO.	NO.	(ADDRESS, CITY, STATE)	OCCUPANCY
001	039	11 W. UNION, WILKES BARRE, PA	OFFICES
001	040	112 N. FRANKLIN STREET, WILKES BARRE, PA	THREE FAMILY DWELLING
001	041	171 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	042	181 N. FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	043	84-86-88 N. MAIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	044	246 WASHINGTON STREET, WILKES BARRE, PA	LAND
001	045	90-92 N. MAIN STREET, WILKES BARRE, PA	LAND
001	046	192 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	047	25 WEST UNION STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	048	115-129 N. MAIN STREET, WILKES BARRE, PA	ALUMNI HALL
001	049	210 DIVISION STREET, WILKES BARRE, PA	STORAGE
001	050	175 N. FRANKLIN STREET, WILKES-BARRE, PA	ONE FAMILY DWELLING
001	051	113 N. FRANKLIN STREET, WILKES BARRE, PA	OFFICE
001	052	198 NORTH MAIN STREET, WILKES BARRE, PA	OFFICE
001	053	200 NORTH MAIN STREET, WILKES BARRE, PA	OFFICE
001	054	19-37 E. BENNETT STREET, WILKES BARRE, PA	OFFICE



CHANGE EFFECTIVE DATE: 02-01-09  
CHANGE ENDORSEMENT NUMBER: 0002

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:  
NORTHEAST PENNSYLVANIA

Policy Number: Y-630-1086N48A-COF-09  
Policy Effective Date: 02/01/09  
Issue Date: 06/08/09  
Premium \$ 0

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

Effective from 02/01/09 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE COMMON POLICY DECLARATIONS IS AMENDED AS FOLLOWS:

AMENDING IL T8 00 - GENERAL PURPOSE ENDORSEMENT AS PER ATTACHED.

PREMIUM IS PAYABLE AS FOLLOWS:

DUE ON 02/01/09 \$ 0

NAME AND ADDRESS OF AGENT OR BROKER:  
WILLIS OF PENNSYLVANIA I (BDD02)  
P O BOX 9052  
RADNOR, PA 19087

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL TO 07 09 87 PAGE 1 OF 1  
OFFICE: BLUE BELL



CHANGE EFFECTIVE DATE: 02-01-09  
CHANGE ENDORSEMENT NUMBER: 0002

POLICY NUMBER: Y-630-1086N48A-COF-09

EFFECTIVE DATE: 02-01-09

ISSUE DATE: 06-08-09

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.

IL T0 07 09 87	CHANGE ENDORSEMENT
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T8 00	GENERAL PURPOSE ENDORSEMENT

COMMERCIAL GENERAL LIABILITY

CG T4 90 03 07	EXCLUSION-ABUSE/MOLESTATION
----------------	-----------------------------



CHANGE EFFECTIVE DATE: 02-01-09  
CHANGE ENDORSEMENT NUMBER: 0002

POLICY NUMBER: Y-630-1086N48A-COF-09

GENERAL PURPOSE ENDORSEMENT

ITEM 1 NAMED INSURED TO READ:

NORTHEAST PENNSYLVANIA EDUCATION RISK MANAGEMENT GROUP, INC.  
KING COLLEGE

## GENERAL LIABILITY



## GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ABUSE AND MOLESTATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

**Abuse Or Molestation**

"Bodily injury" arising out of any act of "abuse or molestation".

- B.** The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal Injury And Advertising Injury Liability:

**Abuse Or Molestation**

"Personal injury" arising out of any act of "abuse or molestation".

- C.** The following definitions are added to Section V – Definitions:

"Abuse or molestation" means any illegal or offensive physical act or contact committed by any "perpetrator" against any person who is:

- a.** Under 18 years of age;
- b.** Legally incompetent; or

- c.** In the care, custody or control of any insured and is physically or mentally incapable of consenting to such physical act or contact.

"Perpetrator" means any of the following persons who actually or allegedly commit any illegal or offensive physical act or contact:

- a.** You or your spouse, if you are an individual;
- b.** Your partners or members, or their spouses, if you are a partnership or joint venture;
- c.** Your managers or members, if you are a limited liability company;
- d.** Your "executive officers" or directors, if you are an organization other than a partnership, joint venture or limited liability company;
- e.** Your "employees" or "volunteer workers"; or
- f.** Any other person acting together with any of the persons described in Paragraphs **a.** through **e.** above.

OVERPRINT/CHANGE SLIP PAGE 1 OF 1

POLICY NUMBER: Y-630-1086N48A-COF-09

RATER: KH6D ISSUE DATE: 06/08/09

INSTITUTIONAL

EFFECTIVE DATE: 02/01/09

EXPIRATION DATE: 02/01/10

CHANGE EFFECTIVE DATE: 02/01/09

INSUREDS NAME: NORTHEAST PENNSYLVANIA

PRORATA FACTOR: 1.000

SHORT RATE FACTOR: 1.000

NEW/RENEWAL: N

PAYMODE: M

SOLICITOR CODE:

AUDIT FREQUENCY: A

SAI: 7926R4137

RESPONSIBILITY: Y

MSI:

WATCH FILE: 0

RATING MODE: G

SURVEY CODE: 2

SPECIAL CODE:

REINSURANCE: N

PROGRAM CODE: 514

AUTO FILINGS:

FEDERAL TAX ID:

PREMIUM SUMMARY

S.B.	ACCOUNT MONTH	EFF. DATE	PREMIUM	NON PREMIUM	TOTAL
	0209	02/01/09	0.00	0.00	0.00

TOTAL:	0.00	0.00	0.00
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OFFICE: BLUE BELL 06Z  
PRODUCER NAME: WILLIS OF PENNSYLVANIA I

BDD02



CHANGE EFFECTIVE DATE: 02-01-09  
CHANGE ENDORSEMENT NUMBER: 0002

PREMIUM SPLIT FORM PAGE 1 OF 1

POLICY NUMBER: Y-630-1086N48A-COF-09

RATER: KH6D ISSUE DATE: 06/08/09

ACCOUNT MONTH	EFFECTIVE DATE	COMM ITEM NC PREM	COMM ITEM PREMIUM	COMM ITEM PREMIUM	COMM ITEM PREMIUM
0209	02/01/09	0			

TOTAL: 0

OFFICE: BLUE BELL 06Z  
PRODUCER NAME: WILLIS OF PENNSYLVANIA I

BDD02

NAMED INSURED: NEPEC  
SPECIAL NOTES: 01/02/09  
INSURANCE CO : CHARTER OAK FIRE INSURANC  
BUSINESS TYPE:

Travelers  
Agency Address 1  
Agency Address 2  
Hartford , CT 06105

DATE : 06/08/09  
TRANS TYPE: ENDT #002

POLICY NUM : 630 1086N48A  
CUSTOMER ID : 7926R4137

AGY/PROD NUMBER: BDD02  
PROD NAME :

AUD FREQ: ANNUAL  
OPERATOR: KH6D179

LOB: PACKAGE

EFFECTIVE DATE: 02/01/09

EXPIRE DATE: 02/01/10

ANNIV DATE:

POLICY INFORMATION:

PRD STATE : PA

POL. TERM : 1 YEAR  
PKG PROGRAM: INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	ANNUAL PREMIUM	CASH PREMIUM
DELUXE PROPERTY	65,426.00	
INLAND MARINE	338.00	
GENERAL LIABILITY	30,979.00	

GRAND TOTAL POLICY PREMIUM	96,743.00	
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\*\*\*\*\* DELUXE PROPERTY\*\*\*\*\*  
NAMED INSURED: NEPEC Travelers DATE : 06/08/09  
SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT# 002  
INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
BUSINESS TYPE: Hartford, CT 06105

POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : ANNUAL  
CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR : KH6D179

LOB: PACKAGE (DELUXE PROPERTY) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE :

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
PKG PROGRAM : INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*

COVERAGES	PREMIUM
FUNGUS OPTION	1.00
GREEN BUILDING COVG	1.00
BUILDING	50,255.00
YOUR BUSINESS PERSONAL PROPERTY	7,372.00
BUSINESS INCOME	749.00
PREMIUM ENDORSEMENTS	7,048.00

GRAND TOTAL LOB PREMIUM 65,426.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 1\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE POLICY LEVEL INFORMATION\*\*\*\*\*

FUNGUS - OPTIONAL COVERAGE

DIRECT DAMAGE - INCREASED LIMIT OF INSURANCE : 100,000

GREEN BUILDING COVERAGE

----- POLICY LEVEL DELUXE RATING FORMULAS-----

FUNGUS COVERAGE	BASE PREM =	FINAL PREM
	1.00	1.00
GREEN BUILDING COVG	BASE PREM =	FINAL PREM
	1.00	1.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 2\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 001 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 001 TERR STATE : PA  
133 NORTH RIVER STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 21292209	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1391233	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 293370	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE : 01	EQ DEDUCTIBLE CD : 1	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE : 01	FLOOD DEDUCT CD : 1	

----- LOC # 001/BLDG # 001 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 21292209 100	10579.00	10579.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1391233 100	691.00	691.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 293370 100	146.00	146.00

\*\*\*\*\*LOC # 001/ BLDG # 001 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 001 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	1371.00	1371.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 3\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 002 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 002 TERR STATE : PA  
133 NORTH FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 10759285 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 572764 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCSG : 06 BUS INC LIMIT : 146561 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 002 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE  
BLDG RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 10759285 100 5346.00 5346.00  
YBPP RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 572764 100 285.00 285.00  
BI RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 146561 100 73.00 73.00

\*\*\*\*\*LOC # 001/ BLDG # 002 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 002 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY INPUT PREM = FINAL PREM  
685.00 685.00  
-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 4\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 003 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 003 TERR STATE : PA  
147 FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 6582899	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 497918	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 91578	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 003 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6582899 100	3271.00	3271.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 497918 100	247.00	247.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 91578 100	46.00	46.00

\*\*\*\*\*LOC # 001/ BLDG # 003 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 003 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	429.00	429.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 5\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 004 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 004 TERR STATE : PA  
N. MAIN & WET JACKSON  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 9392117 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 339602 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCKG : 06 BUS INC LIMIT : 125862 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 004 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 9392117 100	4667.00	4667.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 339602 100	169.00	169.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 125862 100	63.00	63.00

\*\*\*\*\*LOC # 001/ BLDG # 004 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 004 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY  
INPUT PREM = FINAL PREM  
589.00 589.00  
-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 6\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 005 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 005  
191 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 165000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2264	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 005 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 165000 100	82.00	82.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2264 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 005 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 005 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 7\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 006 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 006  
191 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA  
TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 11994	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 155	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 006 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 11994 100	6.00	6.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 155 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 006 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 006 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
2.00	2.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 8\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 007 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 007  
SW JACKSON STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 8960736	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 8829954	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 230091	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 007 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8960736 100	4452.00	4452.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8829954 100	4387.00	4387.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 230091 100	114.00	114.00

\*\*\*\*\*LOC # 001/ BLDG # 007 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 007 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =  
1076.00

FINAL PREM  
1076.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 9\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 008 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 008 TERR STATE : PA  
N. MAIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 03 BLDG LIMIT : 6796608 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 243111 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 91047 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 008 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE  
BLDG RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 6796608 100 3377.00 3377.00  
YBPP RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 243111 100 121.00 121.00  
BI RATE \*( LIMIT / CONST )= SUBTOTAL = FINAL PREM  
0.049686 91047 100 45.00 45.00

\*\*\*\*\*LOC # 001/ BLDG # 008 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 008 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY INPUT PREM = FINAL PREM  
426.00 426.00  
-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 10\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 009 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 009 TERR STATE : PA  
N. MAIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 11270105	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 760610	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 155597	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 009 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )= SUBTOTAL =	FINAL PREM
	0.049686 11270105 100 5600.00	5600.00
YBPP	RATE *( LIMIT / CONST )= SUBTOTAL =	FINAL PREM
	0.049686 760610 100 378.00	378.00
BI	RATE *( LIMIT / CONST )= SUBTOTAL =	FINAL PREM
	0.049686 155597 100 77.00	77.00

\*\*\*\*\*LOC # 001/ BLDG # 009 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 009 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	728.00	728.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 11\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 010 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 010  
185 N. FRANKLIN STREET  
WILKES BARRE, PA

TAX DIST :  
TERR STATE : PA

CONSTRUCT CODE : 04	BLDG LIMIT : 345061	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 16699	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 4679	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 010 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 345061 100	171.00	171.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 16699 100	8.00	8.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 4679 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 010 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 010 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	23.00	23.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 12\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 011 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 011  
187 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 173084	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20205	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2501	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 011 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 173084 100	86.00	86.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20205 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2501 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 011 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 011 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	13.00	13.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 13\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 012 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 012  
134 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 293394	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 5360	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 3864	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 012 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 293394 100	146.00	146.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 5360 100	3.00	3.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3864 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 012 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 012 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	19.00	19.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 14\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 013 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 013  
56 N. NORTH STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 131474	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1701	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 013 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 131474 100	65.00	65.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1701 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 013 PREMIUM ENDORSEMENTS COVERAGE INFORMATION\*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 013 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 15\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 014 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 014  
57 W. JACKSON STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 1964207	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1107	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 25418	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 014 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1964207 100	976.00	976.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1107 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 25418 100	13.00	13.00

\*\*\*\*\*LOC # 001/ BLDG # 014 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 014 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =  
120.00

FINAL PREM  
120.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 16\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 015 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 015 TERR STATE : PA  
170 NORTH FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 223275	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 3017	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 015 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 223275 100	111.00	111.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3017 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 015 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 015 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	15.00	15.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 17\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 016 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 016 TERR STATE : PA  
170 NORTH FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 14393	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 186	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 016 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 14393 100	7.00	7.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 186 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 016 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 016 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	2.00	2.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 18\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 020 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 020  
38 W. NORTH STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 600000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 8019	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 020 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 600000 100	298.00	298.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8019 100	4.00	4.00

\*\*\*\*\*LOC # 001/ BLDG # 020 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 020 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	38.00	38.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 19\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 022 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 022  
NW CORNER & N FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 973828	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 184432	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 14981	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 022 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 973828 100	484.00	484.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 184432 100	92.00	92.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 14981 100	7.00	7.00

\*\*\*\*\*LOC # 001/ BLDG # 022 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 022 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	71.00	71.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 20\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 023 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 023  
110 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 110000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCRG : 06	BUS INC LIMIT : 1682	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 023 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 110000 100	55.00	55.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1682 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 023 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 023 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =  
6.00

FINAL PREM  
6.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 21\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 026 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 026 TERR STATE : PA  
108 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 03 BLDG LIMIT : 101119 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 10000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 1437 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 026 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		101119		100		50.00		50.00
YBPP	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		10000		100		5.00		5.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		1437		100		1.00		1.00

\*\*\*\*\*LOC # 001/ BLDG # 026 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 026 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	8.00		8.00

-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 22\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 027 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 027 TERR STATE : PA  
11 W. NORTH STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 165000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 15000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2328	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 027 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 165000 100	82.00	82.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 15000 100	7.00	7.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2328 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 027 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 027 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 23\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 028 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 028 TERR STATE : PA  
196 N. FRANKLIN  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 161920	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2223	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 028 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 161920 100	80.00	80.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2223 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 028 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 028 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	11.00	11.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 24\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 030 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 030  
CORNER OF N. RIVER & W. UNION  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 9210000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 810000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCRG : 06	BUS INC LIMIT : 129591	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 030 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 9210000 100	4576.00	4576.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 810000 100	402.00	402.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129591 100	64.00	64.00

\*\*\*\*\*LOC # 001/ BLDG # 030 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 030 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
606.00	606.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 25\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 031 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 031 TERR STATE : PA  
101-105 N. MAIN  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 129	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 031 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 031 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 031 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
2.00	2.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 26\*\*\*\*\*

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 032 INFORMATION\*\*\*\*\*

----- LOC # 001/BLDG # 032 DELUXE PROPERTY RATING FORMULAS -----

\*\*\*\*\*LOC # 001/ BLDG # 032 PREMIUM ENDORSEMENTS COVERAGE INFORMATION\*\*\*\*\*

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 27\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 033 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 033 TERR STATE : PA  
HIGHLAND BLVD  
WILKES BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 04 BLDG LIMIT : 400000 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : 100000 YBPP INS MTHD : B  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCG : 06 BUS INC LIMIT : 6467 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 033 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 400000 100	199.00	199.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 100000 100	50.00	50.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 6467 100	3.00	3.00

\*\*\*\*\*LOC # 001/ BLDG # 033 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 033 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY  
INPUT PREM = FINAL PREM  
31.00 31.00  
-----

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 28\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 034 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 034  
112 N. FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 156000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 22000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2303	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 034 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 156000 100	78.00	78.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 22000 100	11.00	11.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2303 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 034 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 034 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 29\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 035 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 035 TERR STATE : PA  
REAR 178 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 117000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCRG : 06	BUS INC LIMIT : 1643	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 035 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 117000 100	58.00	58.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1643 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 035 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 035 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 30\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 036 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 036 TERR STATE : PA  
178 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 4613	BLDG INS MTHD : B
SPRKL PRT TYPE : 2	YBPP LIMIT :	YBPP INS MTHD :
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 60	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 036 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 4613 100	2.00	2.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 60 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 036 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 036 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	1.00	1.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 31\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 038 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 038  
118 N. FRANKLIN  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 166072	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCG : 06	BUS INC LIMIT : 2277	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 038 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 166072 100	83.00	83.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2277 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 038 PREMIUM ENDORSEMENTS COVERAGE INFORMATION\*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 038 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 32\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 039 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 039 TERR STATE : PA  
11 W. UNION  
WILKES BARRE, PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 107640	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1521	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 039 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 107640 100	53.00	53.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1521 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 039 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 039 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	8.00	8.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 33\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 040 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 040 TERR STATE : PA  
112 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 129167	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1683	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 040 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 129167 100	64.00	64.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1683 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 040 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 040 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 34\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 041 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 041 TERR STATE : PA  
171 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 150000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 20000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2199	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 041 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 150000 100	75.00	75.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 20000 100	10.00	10.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2199 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 041 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 041 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	11.00	11.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 35\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 043 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 043 TERR STATE : PA  
84-86-88 N. MAIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 124167	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCSG : 06	BUS INC LIMIT : 1736	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 043 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 124167 100	62.00	62.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1736 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 043 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 043 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	9.00	9.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 36\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 046 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 046  
192 N. FRANKLIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 187000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCRG : 06	BUS INC LIMIT : 2432	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 046 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 187000 100	93.00	93.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2432 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 046 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 046 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 37\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 047 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 047  
25 WEST UNION STREET  
WILKES BARRE, PA

TAX DIST :

TERR STATE : PA

CONSTRUCT CODE : 02	BLDG LIMIT : 175000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 1000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCGG : 06	BUS INC LIMIT : 2276	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 047 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 175000 100	87.00	87.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1000 100	1.00	1.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2276 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 047 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 047 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 38\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 048 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 048  
115-129 N. MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA  
TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT : 8810263	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 325000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 118149	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 048 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 8810263 100	4377.00	4377.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 325000 100	161.00	161.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 118149 100	59.00	59.00

\*\*\*\*\*LOC # 001/ BLDG # 048 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 048 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	553.00	553.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 39\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 049 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 049 TERR STATE : PA  
210 DIVISION STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 04	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 225000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2910	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 049 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 225000 100	112.00	112.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2910 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 049 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 049 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	15.00	15.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 40\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 050 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 050 TERR STATE : PA  
175 N. FRANKLIN STREET  
WILKES-BARRE, PA TAX DIST :

-----  
CONSTRUCT CODE : 03 BLDG LIMIT : 162000 BLDG INS MTHD : B  
SPRKL PRT TYPE : 1 YBPP LIMIT : YBPP INS MTHD :  
PROT CLASS : 03 YBPP EX STOCK LIM: YBPP EX STOCK IM :  
EQ ZONE : 04 STOCK LIMIT : STOCK INS MTHD :  
# STORY OPT : PPO LIMIT : PPO INS MTHD :  
COMML BCEG : 06 BUS INC LIMIT : 2096 BUS INC INS MTHD : B  
INDIV GRD : N EXT EXP LIMIT : EXT EXP INS MTHD :  
YR BUILT :  
EARTHQUAKE CODE : EQ DEDUCTIBLE CD :  
EQSL CODE : EQSL DEDUCT CD :  
FLOOD CODE : FLOOD DEDUCT CD :  
-----

----- LOC # 001/BLDG # 050 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		162000		100		80.00		80.00
BI	RATE	*(	LIMIT	/	CONST	)=	SUBTOTAL	=	FINAL PREM
	0.049686		2096		100		1.00		1.00

\*\*\*\*\*LOC # 001/ BLDG # 050 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 050 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM	=	FINAL PREM
	11.00		11.00



\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 41\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 051 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 051 TERR STATE : PA  
113 N. FRANKLIN STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 178000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 2432	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 051 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 178000 100	88.00	88.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2432 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 051 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 051 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 42\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 052 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 052  
198 NORTH MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 139000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT :	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 1928	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT :		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 052 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 139000 100	69.00	69.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 1928 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 052 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 052 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY

INPUT PREM =	FINAL PREM
10.00	10.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 43\*\*\*\*\*

NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 053 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 053  
200 NORTH MAIN STREET  
WILKES BARRE, PA

TERR STATE : PA

TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT : 172000	BLDG INS MTHD : B
SPRKL PRT TYPE : 1	YBPP LIMIT : 10000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT : 2	PPO LIMIT :	PPO INS MTHD :
COMML BCRG : 06	BUS INC LIMIT : 2354	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT : 1980		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 053 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

BLDG	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 172000 100	85.00	85.00
YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 10000 100	5.00	5.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 2354 100	1.00	1.00

\*\*\*\*\*LOC # 001/ BLDG # 053 PREMIUM ENDORSEMENTS COVERAGE INFORMATION\*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 053 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	12.00	12.00

\*\*\*\*\* DELUXE PROPERTY \*\*\*\*\*PAGE: 44\*\*\*\*\*  
NAMED INSURED : NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER : 630 1086N48A  
TRANSACTION TYPE : CHANGE END # 002 EFFECTIVE: 020109

\*\*\*\*\* DELUXE PROPERTY LOC # 001/BLDG # 054 INFORMATION\*\*\*\*\*

LOC# : 001 BLDG# : 054 TERR STATE : PA  
19-37 E. BENNETT STREET  
WILKES BARRE, PA TAX DIST :

CONSTRUCT CODE : 02	BLDG LIMIT :	BLDG INS MTHD :
SPRKL PRT TYPE : 1	YBPP LIMIT : 280000	YBPP INS MTHD : B
PROT CLASS : 03	YBPP EX STOCK LIM:	YBPP EX STOCK IM :
EQ ZONE : 04	STOCK LIMIT :	STOCK INS MTHD :
# STORY OPT : 2	PPO LIMIT :	PPO INS MTHD :
COMML BCEG : 06	BUS INC LIMIT : 3621	BUS INC INS MTHD : B
INDIV GRD : N	EXT EXP LIMIT :	EXT EXP INS MTHD :
YR BUILT : 1980		
EARTHQUAKE CODE :	EQ DEDUCTIBLE CD :	
EQSL CODE :	EQSL DEDUCT CD :	
FLOOD CODE :	FLOOD DEDUCT CD :	

----- LOC # 001/BLDG # 054 DELUXE PROPERTY RATING FORMULAS -----

COVERAGE

YBPP	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 280000 100	139.00	139.00
BI	RATE *( LIMIT / CONST )=	SUBTOTAL =	FINAL PREM
	0.049686 3621 100	2.00	2.00

\*\*\*\*\*LOC # 001/ BLDG # 054 PREMIUM ENDORSEMENTS COVERAGE INFORMATION \*\*\*\*\*

BOILER & MACHINERY

-----LOC # 001/ BLDG # 054 PREMIUM ENDORSEMENT RATING FORMULAS-----

BOILER & MACHINERY	INPUT PREM =	FINAL PREM
	18.00	18.00

\*\*\*\*\* (PA) STATE TOTAL = 65,426.00\*\*\*\*\*

\*\*\*\*\* POLICY TOTAL = 65,426.00\*\*\*\*\*

\*\*\*\*\* INLAND MARINE\*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 06/08/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT# 002  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford, CT 06105  
 POLICY NUMBER: 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ : NON-AUDIT  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR : KH6D179

LOB: PACKAGE (INLAND MARINE) EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV. DATE :

POLICY INFORMATION: PRD STATE : PA POL. TERM : 1 YEAR  
 PKG PROGRAM : INSTITUTIONAL PLAN A

\* \* \* \* POLICY PREMIUM TOTALS \* \* \* \*  
 COVERAGES PREMIUM  
 FINE ARTS 232.00  
 MISCELLANEOUS N.O.C. 106.00  
 GRAND TOTAL LOB PREMIUM 338.00

\*\*\*\*\* INLAND MARINE\*\*\*\*\*PAGE: 1\*\*\*\*\*

NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRANS TYPE : CHANGE ENDT. # 002 EFFECTIVE: 02/01/09  
TRANS FACTOR : 1

\*\*\*\*\*INLAND MARINE LOC # 001/BLDG # 001 INFORMATION\*\*\*\*\*

LOC#: 001 BLDG#: 001  
133 NORTH RIVER STREET  
WILKES BARRE , PA 18702

TERR STATE: PA  
TAX DIST :

CLASS: 0921 DESCR:  
POLICY TYPE : N PKG DESC:

IM RATE REV DT: 01/01/97 PF RATE REV DT: 03/01/08  
IM RATE DEV DT: 02/01/09 PF RATE DEV DT: 02/01/09

RATE : .030	ACCOUNTS RECEIVABLE	VALUABLE PAPERS	PHYSICIANS EQUIPMENT	STATIONARY ORGANS
OLD/NEW : NEW	-----	-----	-----	-----
SPKLR : YES				
PROT CLASS: 03	LIM 1 :	LIM 1 :	LIMIT :	LIMIT :
CONSTRUCT : MSRY NON-COMBST	LIM 2 :	#1 SCHED:	COV. EXT:	DED :
RATE GROUP:	RISK CL:	LIM 2 :	DEDUCT :	
BG I TERR : 003	RPTG :	#2 SCHED:		SIGNS
BG II TERR: 001	RPTG LM:	LIM 3 :		-----
BG II SYMB:	BRAN LM:	#3 SCHED:		OUTSIDE LIM:
GRPII SYMB:		DEDUCT :		INSIDE LIM:
MISC/DIST :				DEDUCTIBLE :

-----LOC # 001/BLDG # 001 INLAND MARINE RATING FORMULAS-----  
COVERAGE

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRANS TYPE : CHANGE ENDT. # 002 EFFECTIVE: 02/01/09  
 TRANS FACTOR : 1

\*\*\*\*\*  
 \*\*\*\* LOC # 001/ BLDG # 001 INLAND MARINE COVERAGE INFORMATION \*\*\*\*  
 \*\*\*\*\*

## FINE ARTS

-----  
 CLASS CODE : 334  
 CLASS DESCRIPTION : FINE ARTS  
 SURCHARGE :  
 PREMIUM : 232  
 LIMIT : 438840  
 RDF CODE :  
 RMF CODE : 1.00  
 DED : 07 1,000  
 RATE : .0380  
 PROBABLE MAX LOSS : 500      VALUE SUBJECT : 500000

## MISCELLANEOUS N.O.C.

-----  
 CLASS CODE : 798  
 CLASS DESCRIPTION : SCHEDULED ITEMS  
 SURCHARGE :  
 PREMIUM : 106  
 LIMIT : 191850  
 RDF CODE :  
 RMF CODE : 1.00  
 DED : 07 1,000  
 RATE : .0380  
 MISC 1 : 2      MISC 2 :

\*\*\*\*\*  
 \*\*\*\* LOC # 001/ BLDG # 001 INLAND MARINE RATING FORMULAS \*\*\*\*  
 \*\*\*\*\*

FINE ARTS:  
 PREMIUM =  
 232.00

FINAL PREM  
 232.00

MISCELLANEOUS N.O.C.:  
 PREMIUM =  
 106.00

FINAL PREM  
 106.00

\*\*\*\*\* STATE LEVEL (PA) LOB LEVEL PREMIUM INCLUDED IN THIS STATE TOTAL \*\*\*\*\*  
 \*\*\*\*\* STATE TOTAL PREMIUM = 338.00 \*\*\*\*\*  
 \*\*\*\*\* LOB TOTAL PREMIUM = 338.00 \*\*\*\*\*

\*\*\*\*\* GEN. LIAB. - SIMPLIFIED \*\*\*\*\*

NAMED INSURED: NEPEC	Travelers	DATE : 06/08/09
SPECIAL NOTES: 01/02/09	Agency Address 1	TRANS TYPE : ENDT# 002
INSURANCE CO.: CHARTER OAK FIRE INSURANC	Agency Address 2	
BUSINESS TYPE:	Hartford , CT 06105	

POLICY NUMBER: 630 1086N48A	AGY/PROD NUMBER: BDD02	AUD FREQ : ANNUAL
CUSTOMER ID : 7926R4137	PROD NAME :	OPERATOR : KH6D179

LOB: PACKAGE (GENERAL LIABILITY)	EFFECTIVE DATE: 02/01/09	EXPIRE DATE: 02/01/10	ANNIV. DATE:
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POLICY INFORMATION:	PRD STATE : PA	POL. TERM : 1 YEAR
		PKG PROGRAM: INSTITUTIONAL PLAN A

\*\*\*\*\* FULL COMPOSITE RATED \*\*\*\*\*  
\*\*\*\*\* POLICY PREMIUM TOTALS \*\*\*\*\*

COVERAGES	PREMIUM	GL	COMPOSITE
PREMOPS/PRODUCTS COMBINED	29,207.00		29,207.00
GARAGEKEEPERS LEGAL	750.00		
EMPLOYEE BENEFIT LIAB.	300.00		
FIRE DMG/DMG TO RENTED PREMISES	422.00		
PASTORS PROF LIAB	50.00		
PSYCH COUNSELORS PROF	50.00		
ABUSE OR MOLESTATION OCC	200.00		

GRAND TOTAL GENERAL LIABILITY PREMIUM 30,979.00

EXPERIENCE RATING - PREMISES MANUAL PREMIUM : 40,976.00  
EXPERIENCE RATING - PRODUCTS MANUAL PREMIUM :



\*\*\*\*\* GEN. LIAB. - SIMPLIFIED \*\*\*\*\*PAGE: 1\*\*\*\*\*  
NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRAN TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109  
TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB POLICY LEVEL INFORMATION\*\*\*\*\*

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A

AUDIT FREQ	: 04 - ANNUAL	RETRO DATE	:	CLMS YR	:
POLICY TYPE	: OCCURRENCE				
RETRO RATED	: NO				
GENERAL AGGR	: 5,000,000	PROD/COMPL AGGR	: 2,000,000		
PER/ADV INJ	: 1,000,000	EACH OCCURRENCE	: 1,000,000		
DMG TO RENTD PREMISES	: 1,000,000	MEDICAL EXPENSE	: 5,000		
EXISTENCE HAZARD AGGR	:				
PREM/OPS EXPER	: 40,976.00	PRODUCTS EXPER	:		
EMP BEN OCC	: 1,000,000	EMP BEN AGGR	: 2,000,000	EMP BEN EX	: 250
PASTORS AGG	: 5,000,000	PASTORS OCC	: 1,000,000	PASTORS EXP	: 5
PSYCH COUNSELORS AGG	: 5,000,000	PSYCH COUNSELORS OCC	: 1,000,000	PSYCH COUNSELORS EXP	: 5
ABUSE/MOL-OCC AGG	: 2,000,000	ABUSE/MOL-OCC OCC	: 1,000,000	ABUSE/MOL-OCC EXP	: 5
DED SUBLINE	:	DED APPLY	:		
DED AMOUNT	:	DED TYPE	:		
		DED LOSS TYPE	:		
PREM ILF 1	:	PREM ILF 2	:	PREM ILF 3	:
PROD ILF A	:	PROD ILF B	:	PROD ILF C	:

PREMOPS/PRODUCTS EXTENSIONS: COLLEGE & SCHOOLS XTEND END

-----POLICY LEVEL GENL LIAB RATING FORMULAS-----

CLASS CODE : 39002			
EMPLOYEE BENEFITS	PREMIUM =		FINAL PREM
	300.00		300.00
CLASS CODE : 39001			
DMG TO RENT PREMISES	PREMIUM =		FINAL PREM
	422.000		422.00
CLASS CODE : 96074			
PASTORS	PREMIUM =		FINAL PREM
	50.00		50.00
CLASS CODE : 73600			
ABUSE OR MOL-OCC	PREMIUM =		FINAL PREM
	200.00		200.00
CLASS CODE : 82262			
PSYCH COUNSELORS	PREMIUM =		FINAL PREM
	50.00		50.00

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 40066 INFO

LOC # : 001 BLDG # : 001  
133 NORTH RIVER STREET  
WILKES BARRE,PA

TERR STATE: PA  
TERR RATE : 504  
TAX DIST :

CLASS CODE : 40066  
CLASS ID : 000

DESC : ATHLETIC PROGRAMS - AMATEUR - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A  
PROD EXCLUD : N  
PREM/OPS DED  
TYPE AMOUNT

RATE REV DATE: 08/01/08 DEV REV DATE: 02/01/09  
DED APPLIES : N  
PRODUCTS DED  
TYPE AMOUNT

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109  
 TRANS FACTOR : 1

## \*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

## INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPR MAN PREM : 10,500.00  
 PRODUCTS EXPR MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : Y  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 500  
 AUD PRO-RATED EXPOS:

GAME/EACH - UNITS OF EXPOSURE

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

PREMOPS BASE OVERRIDE : 35.000  
 PREMOPS FILED BASE RATE :

PRODUCTS BASE OVERRIDE :  
 PRODUCTS FILED BASE RATE :

## ----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

## ----- PREMOPS -----

PKG MOD	* PKG DEV	* SCHED (MOD	+ EXPER MOD	- CONST	) * (EXPNS	+ AGENT EXPNS	- CONST	) * OTHER MOD	* MMRP MOD	= RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

## -----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 40066 DESC : ATHLETIC PROGRAMS - AMATEUR - OTHER THAN

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	= FINAL PREM
	35.000		1.610	0.2335	13.158	500.000	6579.00

ADDL FACTORS: BASE LCM 1.00000 PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

CLASS CODE : 75491  
 GARAGEKEEPERS LEGAL

PREMIUM =  
 750.00

FINAL PREM.  
 750.00

## \*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 41421 INFO

CLASS CODE : 41421  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : CAMPS - FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08 DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

## INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPR MAN PREM : 17,825.00  
 PRODUCTS EXPR MAN PREM :

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109  
 TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 28000  
 AUD PRO-RATED EXPOS:

CAMPER DAYS/EACH - UNITS OF EXPOSURE  
 PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	* DEV	SCHED (MOD	+ MOD	EXPER MOD	- CONST	) * (EXPNS	+ AGENT EXPNS	- CONST	) * OTHER MOD	* MMRP MOD	= RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.000	1.0000	.345	1.000	.2335

----- CLASS CODE/LOCATION GENL LIAB RATING FORMULAS -----

CLASS CODE : 41421 DESC : CAMPS - FOR-PROFIT

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	= FINAL PREM
	1.061		1.610	0.2335	0.399	28000.000	11172.00

ADDL FACTORS: BASE LCM 1.53800 PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 41715 INFO

CLASS CODE : 41715  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : DAY CARE CENTERS - OTHER THAN NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15 PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08 DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES  
 PREM/OPS : 1  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 1,831.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 215  
 AUD PRO-RATED EXPOS:

PERSON/EACH - UNITS OF EXPOSURE  
 PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109  
 TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD	EXPER MOD	CONST )	COMP (EXPNS	AGENT EXPNS	CONST )	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 41715      DESC : DAY CARE CENTERS - OTHER THAN NOT-FOR-PR

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	= FINAL PREM
	14.196		1.360	0.2335	4.508	215.000	969.00
ADDL FACTORS:      BASE LCM 1.53800      PREM/OPS CMM: 1							

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 44193 INFO

CLASS CODE : 44193  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : GRANDSTANDS OR BLEACHERS - OTHER THAN NOT-FOR-PROFIT

-----  
 TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES

PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 1,548.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : Y  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 12  
 AUD PRO-RATED EXPOS:

GRANDSTAND/EACH - UNITS OF EXPOSUR

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

PREMOPS BASE OVERRIDE : 215.000  
 PREMOPS FILED BASE RATE :

PRODUCTS BASE OVERRIDE :  
 PRODUCTS FILED BASE RATE :

NAMED INSURED: NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER: 630 1086N48A  
 TRAN TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109  
 TRANS FACTOR : 1

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD	EXPER MOD	CONST	COMP (EXPNS	AGENT EXPNS	CONST	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

----- CLASS CODE/LOCATION GENL LIAB RATING FORMULAS -----

CLASS CODE : 44193      DESC : GRANDSTANDS OR BLEACHERS - OTHER THAN NO

PREM/OPS	BASE RATE	* INCR	LIMIT	* RATE MOD	= FINAL RATE	* EXPOSURE	= FINAL PREM
	215.000		1.610	0.2335	80.826	12.000	970.00

ADDL FACTORS:      BASE LCM 1.00000      PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 67508 INFO

CLASS CODE : 67508  
 CLASS ID : 000  
 CLASS STATE: PA  
 TERR RATE : 504  
 TAX DIST :

DESC : SCHOOLS - COLLEGES, UNIVERSITIES,  
 JUNIOR COLLEGES OR COLLEGE  
 PREPARATORY OTHER THAN  
 NOT-FOR-PROFIT

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A  
 PROD EXCLUD : N  
 PREM/OPS DED  
 TYPE AMOUNT

RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
 DED APPLIES : N  
 PRODUCTS DED  
 TYPE AMOUNT

INCREASE LIMITS TABLES  
 PREM/OPS : 2  
 PRODUCTS :

PREM/OPS EXPER MAN PREM : 6,885.00  
 PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
 PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
 PRODUCTS (A) RATES : N  
 NEW EXPOSURE : 273284      AREA/NEAREST THOUSAND  
 AUD PRO-RATED EXPOS:

PRODUCTS EXPOSURE :  
 AUD PRO-RATED PROD EXPOS :  
 FOREIGN SALES EXPOSURE :  
 AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
 CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	PKG DEV	SCHED (MOD	EXPER MOD	CONST	COMP (EXPNS	AGENT EXPNS	CONST	OTHER MOD	MMRP MOD	RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.0000	.345	1.000	.2335

\*\*\*\*\*GENERAL LIABILITY TOTAL = 30,979.00\*\*\*\*\*  
NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRAN TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109  
TRANS FACTOR : 1

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 67508      DESC : SCHOOLS - COLLEGES, UNIVERSITIES, JUNIOR  
PREM/OPS      BASE RATE \* INCR LIMIT \* RATE MOD = FINAL RATE \* EXPOSURE =      FINAL PREM  
                 41.987      1.610      0.2335      15.784      273.284      4314.00  
ADDL FACTORS:      BASE LCM 1.53800 PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*GENL LIAB CLASS CODE/LOCATION INFORMATION\*\*\*\*\*

GEN. LIAB. - SIMPLIFIED LOC # 001/BLDG # 001/CLASS 67510 INFO

CLASS CODE : 67510      DESC : SCHOOLS - DORMITORY FACILITIES -  
CLASS ID : 000      OTHER THAN NOT-FOR-PROFIT  
CLASS STATE: PA  
TERR RATE : 504  
TAX DIST :  
-----

TYPE OF OTHER MOD: OTHER

PKG PROGRAM : 15      PKG DESC : INSTITUTIONAL PLAN A      RATE REV DATE: 08/01/08      DEV REV DATE: 02/01/09  
PROD EXCLUD : N      DED APPLIES : N  
PREM/OPS DED      PRODUCTS DED  
TYPE AMOUNT      TYPE AMOUNT

INCREASE LIMITS TABLES  
PREM/OPS : 2  
PRODUCTS :

PREM/OPS EXPER MAN PREM : 2,387.00  
PRODUCTS EXPER MAN PREM :

PREM/OPS BASIC LMT MOD: 1.00  
PRODUCTS BASIC LMT MOD: 1.00

PREM/OPS (A) RATES : N  
PRODUCTS (A) RATES : N  
NEW EXPOSURE : 157720      AREA/NEAREST THOUSAND  
AUD PRO-RATED EXPOS:

PRODUCTS EXPOSURE :  
AUD PRO-RATED PROD EXPOS :  
FOREIGN SALES EXPOSURE :  
AUD PRO-RATED FOREIGN EXPOS:

CLASS EXCLUS:  
CLASS EXTEN :

----- GENERAL LIABILITY RATE MODIFICATION DEVELOPMENT -----

----- PREMOPS -----

PKG MOD	* PKG DEV	* SCHED (MOD	+ EXPER MOD	- CONST	) * (EXPNS	+ COMP	+ AGENT EXPNS	- CONST	) * OTHER	* MMRP	= MOD	= RATE MOD
1.0000	.6000	1.000	1.128	1.0000	1.000	1.000	1.000	1.0000	.345	1.000		.2335

-----CLASS CODE/LOCATION GENL LIAB RATING FORMULAS-----

CLASS CODE : 67510      DESC : SCHOOLS - DORMITORY FACILITIES - OTHER T  
PREM/OPS      BASE RATE \* INCR LIMIT \* RATE MOD = FINAL RATE \* EXPOSURE =      FINAL PREM  
                 25.223      1.610      0.2335      9.482      157.720      1496.00  
ADDL FACTORS:      BASE LCM 1.53800 PREM/OPS CMM: 1

\*\*\* PREMIUM IS PART OF COMPOSITE GROUP 1 \*\*\*

\*\*\*\*\*STATE TOTAL (PA) = 30,979.00\*\*\*\*\*

----- COMPOSITE GROUP # 001 -----

COVERAGES	PREMIUM EXPOSURE	COMPOSITE RATES	PRO RATA	COMPOSITE PREMIUMS
COMBINED	2118	13.790	1.000	29,207.00

\*\*\*\*\* GRAND TOTAL COMPOSITE = 29,207.00 \*\*\*\*\*

[illegible]

NAMED INSURED: NEPEC  
CUSTOMER ID : 7926R4137  
POLICY NUMBER: 630 1086N48A  
TRAN TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109  
TRANS FACTOR : 1

\*\*\*\*\*GENERAL LIABILITY COMPOSITE SCHEDULE\*\*\*\*\*

----- COMPOSITE GROUP # 001 -----

STATE: PA

COVERAGES	PREMIUM EXPOSURE	COMPOSITE RATES	PRO RATA	COMPOSITE PREMIUMS
COMBINED	2118	13.790	1.000	29,207.00



\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 1 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 06/08/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #002  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: KH6D179

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	001	133 NORTH RIVER STREET WILKES BARRE, PA	DELUXE GENERAL LIABILITY (SIM) INLAND MARINE	11,416.00 26,250.00 338.00
			TOTAL	38,004.00
001	002	133 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	5,704.00
			TOTAL	5,704.00
001	003	147 FRANKLIN STREET WILKES BARRE, PA	DELUXE	3,564.00
			TOTAL	3,564.00
001	004	N. MAIN & WET JACKSON WILKES BARRE, PA	DELUXE	4,899.00
			TOTAL	4,899.00
001	005	191 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	88.00
			TOTAL	88.00
001	006	191 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	7.00
			TOTAL	7.00
001	007	SW JACKSON STREET WILKES BARRE, PA	DELUXE	8,953.00
			TOTAL	8,953.00
001	008	N. MAIN STREET WILKES BARRE, PA	DELUXE	3,543.00
			TOTAL	3,543.00
001	009	N. MAIN STREET WILKES BARRE, PA	DELUXE	6,055.00
			TOTAL	6,055.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 2 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 06/08/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #002  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: KH6D179

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	010	185 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	181.00
			TOTAL	181.00
001	011	187 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	97.00
			TOTAL	97.00
001	012	134 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	151.00
			TOTAL	151.00
001	013	56 N. NORTH STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	014	57 W. JACKSON STREET WILKES BARRE, PA	DELUXE	990.00
			TOTAL	990.00
001	015	170 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	118.00
			TOTAL	118.00
001	016	170 NORTH FRANKLIN STREET WILKES BARRE, PA	DELUXE	8.00
			TOTAL	8.00
001	020	38 W. NORTH STREET WILKES BARRE, PA	DELUXE	312.00
			TOTAL	312.00
001	022	NW CORNER & N FRANKLIN WILKES BARRE, PA	DELUXE	583.00
			TOTAL	583.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 3 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 06/08/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #002  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105

POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: KH6D179

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
001	023	110 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	026	108 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	56.00
			TOTAL	56.00
001	027	11 W. NORTH STREET WILKES BARRE, PA	DELUXE	90.00
			TOTAL	90.00
001	028	196 N. FRANKLIN WILKES BARRE, PA	DELUXE	86.00
			TOTAL	86.00
001	030	CORNER OF N. RIVER & W. U WILKES BARRE, PA	DELUXE	5,042.00
			TOTAL	5,042.00
001	031	101-105 N. MAIN WILKES BARRE, PA	DELUXE	6.00
			TOTAL	6.00
001	032	164-166 N. FRANKLIN WILKES BARRE, PA	DELUXE	142.00
			TOTAL	142.00
001	033	HIGHLAND BLVD WILKES BARRE, PA	DELUXE	252.00
			TOTAL	252.00
001	034	112 N. FRANKLIN WILKES BARRE, PA	DELUXE	90.00
			TOTAL	90.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 4 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 06/08/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #002  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: KH6D179

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
---	----	-----	-----	-----
001	035	REAR 178 N. FRANKLIN STRE WILKES BARRE, PA	DELUXE	64.00
			TOTAL	64.00
001	036	178 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	3.00
			TOTAL	3.00
001	038	118 N. FRANKLIN WILKES BARRE, PA	DELUXE	89.00
			TOTAL	89.00
001	039	11 W. UNION WILKES BARRE, PA	DELUXE	59.00
			TOTAL	59.00
001	040	112 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	66.00
			TOTAL	66.00
001	041	171 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	86.00
			TOTAL	86.00
001	043	84-86-88 N. MAIN STREET WILKES BARRE, PA	DELUXE	68.00
			TOTAL	68.00
001	046	192 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	95.00
			TOTAL	95.00
001	047	25 WEST UNION STREET WILKES BARRE, PA	DELUXE	89.00
			TOTAL	89.00

\*\*\*\*\* PREMIUM RECAP \*\*\*\*\* PAGE 5 \*\*\*\*\*  
 NAMED INSURED: NEPEC Travelers DATE : 06/08/09  
 SPECIAL NOTES: 01/02/09 Agency Address 1 TRANS TYPE: ENDT #002  
 INSURANCE CO : CHARTER OAK FIRE INSURANC Agency Address 2  
 BUSINESS TYPE: Hartford , CT 06105  
 POLICY NUM : 630 1086N48A AGY/PROD NUMBER: BDD02 AUD FREQ: ANNUAL  
 CUSTOMER ID : 7926R4137 PROD NAME : OPERATOR: KH6D179

LOB: PACKAGE EFFECTIVE DATE: 02/01/09 EXPIRE DATE: 02/01/10 ANNIV DATE:

\*\*\*\*\*LOCATION/BUILDING PREMIUM RECAP\*\*\*\*\*

LOC	BLDG	ADDRESS	LINE OF BUSINESS	PREMIUM
001	048	115-129 N. MAIN STREET WILKES BARRE, PA	DELUXE	4,597.00
			TOTAL	4,597.00
001	049	210 DIVISION STREET WILKES BARRE, PA	DELUXE	113.00
			TOTAL	113.00
001	050	175 N. FRANKLIN STREET WILKES-BARRE, PA	DELUXE	81.00
			TOTAL	81.00
001	051	113 N. FRANKLIN STREET WILKES BARRE, PA	DELUXE	94.00
			TOTAL	94.00
001	052	198 NORTH MAIN STREET WILKES BARRE, PA	DELUXE	75.00
			TOTAL	75.00
001	053	200 NORTH MAIN STREET WILKES BARRE, PA	DELUXE	91.00
			TOTAL	91.00
001	054	19-37 E. BENNETT STREET WILKES BARRE, PA	DELUXE	141.00
			TOTAL	141.00
POLICY LEVEL PREMIUMS			GENERAL LIABILITY (SIM)	1,022.00

NAMED INSURED : NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER : 630 1086N48A  
 TRANSACTION TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109

-----DESIGNATION OF PREMISES SCHEDULE-----			
LOC NO.	BLDG NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	133 NORTH RIVER STREET, WILKES BARRE, PA	KINGS COLLEGE
001	002	133 NORTH FRANKLIN STREET, WILKES BARRE, PA	DORM
001	003	147 FRANKLIN STREET, WILKES BARRE, PA	CLASSROOM
001	004	N. MAIN & WET JACKSON, WILKES BARRE, PA	PHYS ED BUILDING
001	005	191 N. FRANKLIN STREET, WILKES BARRE, PA	OFFICES
001	006	191 N. FRANKLIN STREET, WILKES BARRE, PA	THREE CAR GARAGE
001	007	SW JACKSON STREET, WILKES BARRE, PA	LIBRARY
001	008	N. MAIN STREET, WILKES BARRE, PA	ESSEFF HALL DORM
001	009	N. MAIN STREET, WILKES BARRE, PA	STUDENT UNION
001	010	185 N. FRANKLIN STREET, WILKES BARRE, PA	THREE FAMILY DWELLING
001	011	187 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY SWELLING
001	012	134 N. FRANKLIN STREET, WILKES BARRE, PA	ADMINISTRATIVE OFFICES
001	013	56 N. NORTH STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	014	57 W. JACKSON STREET, WILKES BARRE, PA	LUKSIC HALL
001	015	170 NORTH FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	016	170 NORTH FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	017	93 W. UNION STREET, WILKES BARRE, PA	LAND
001	018	29 -31 SPENCER STREET, WILKES BARRE, PA	LAND
001	019	35 SPENCER STREET, WILKES BARRE, PA	LAND
001	020	38 W. NORTH STREET, WILKES BARRE, PA	APARTMENTS FLOOD HALL
001	021	174 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLINGS
001	022	NW CORNER & N FRANKLIN, WILKES BARRE, PA	CHAPEL
001	023	110 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY SWELLING
001	024	85 W. UNION STREET, WILKES BARRE, PA	LAND
001	025	79-81 W. UNION STREET, WILKES BARRE, PA	LAND
001	026	108 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLING
001	027	11 W. NORTH STREET, WILKES BARRE, PA	OFFICE
001	028	196 N. FRANKLIN, WILKES BARRE, PA	SWELLING
001	029	73 W. UNION STREET, WILKES BARRE, PA	LAND
001	030	CORNER OF N. RIVER & W. UNION, WILKES BARRE, PA	OFFICE/CLASSROOM
001	031	101-105 N. MAIN, WILKES BARRE, PA	STORAGE
001	032	164-166 N. FRANKLIN, WILKES BARRE, PA	OFFICES
001	033	HIGHLAND BLVD, WILKES BARRE, PA	ATHLECTIC FIELD HOUSE
001	034	112 N. FRANKLIN, WILKES BARRE, PA	OFFICE
001	035	REAR 178 N. FRANKLIN STREET, WILKES BARRE, PA	DWELLING
001	036	178 N. FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	037	71 WEST JACKSON STREET, WILKES BARRE, PA	LAND
001	038	118 N. FRANKLIN, WILKES BARRE, PA	LAND

NAMED INSURED : NEPEC  
 CUSTOMER ID : 7926R4137  
 POLICY NUMBER : 630 1086N48A  
 TRANSACTION TYPE : CHANGE ENDT. # 002 EFFECTIVE: 020109

-----DESIGNATION OF PREMISES SCHEDULE-----			
LOC NO.	BLDG NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	039	11 W. UNION, WILKES BARRE, PA	OFFICES
001	040	112 N. FRANKLIN STREET, WILKES BARRE, PA	THREE FAMILY DWELLING
001	041	171 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	042	181 N. FRANKLIN STREET, WILKES BARRE, PA	GARAGE
001	043	84-86-88 N. MAIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	044	246 WASHINGTON STREET, WILKES BARRE, PA	LAND
001	045	90-92 N. MAIN STREET, WILKES BARRE, PA	LAND
001	046	192 N. FRANKLIN STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	047	25 WEST UNION STREET, WILKES BARRE, PA	ONE FAMILY DWELLING
001	048	115-129 N. MAIN STREET, WILKES BARRE, PA	ALUMNI HALL
001	049	210 DIVISION STREET, WILKES BARRE, PA	STORAGE
001	050	175 N. FRANKLIN STREET, WILKES-BARRE, PA	ONE FAMILY DWELLING
001	051	113 N. FRANKLIN STREET, WILKES BARRE, PA	OFFICE
001	052	198 NORTH MAIN STREET, WILKES BARRE, PA	OFFICE
001	053	200 NORTH MAIN STREET, WILKES BARRE, PA	OFFICE
001	054	19-37 E. BENNETT STREET, WILKES BARRE, PA	OFFICE

# EXHIBIT 2

PROTHONOTARY LUZERNE COUNTY  
FILED AUG 13 '20 PM1:45



Harry Kresky  
(Admitted to practice in New York  
and local U.S. District Courts with  
application for admission pro hac vice  
to this Court to be filed when local  
counsel is retained)  
250 W. 57<sup>th</sup> Street (Ste. 2017)  
New York, NY 10107  
NY ID# 1464650  
(212) 581-1516

IN THE DISTRICT COURT OF  
THE MIDDLE DISTRICT OF PENNSYLVANIA

-----X

RITTENHOUSE ENTERTAINMENT, INC.,  
THE MINES, INC., G NET COMM. CO.,  
PHOENIX ESTATES, and THOMAS J.  
GRECO,

No.:

JURY TRIAL DEMANDED

Plaintiffs,

COMPLAINT

vs.

CITY OF WILKES-BARRE, THOMAS  
LEIGHTON, individually and as Mayor of  
Wilkes-Barre, GERALD DESSOYE,  
individually and as Chief of Police of  
Wilkes-Barre, J.J. MURPHY, individually  
and as City Administrator of Wilkes-Barre,  
TONY THOMAS, JR., KATHY KANE,  
WILLIAM BARRETT, RICK CRONAUER,  
MICHAEL MERRITT, individually and as  
Members of the Wilkes-Barre City Council,  
BUTCH FRATI, individually and as Director  
of Operations of Wilkes-Barre, LUZERNE  
COUNTY, MICHAEL SAVOKINAS,  
individually and as Luzerne County Sheriff,  
KING'S COLLEGE, FATHER THOMAS J.  
O'HARA, ROBERT McGONIGLE, PAUL  
LINDENMUTH and JOHN McANDREW,  
individually and as Officers and Employees  
of Kings College,

Defendants.

-----X

Plaintiffs, by and through Harry Kresky, an attorney admitted to practice in the State of New York and local U.S. District Courts, with application for admission pro hac vice to this Court to be filed when local counsel is retained, complaining of defendants, allege:

**PARTIES**

1. Plaintiff Rittenhouse Entertainment, Inc. (hereinafter "Rittenhouse") is a corporation chartered under the laws of the State of Pennsylvania which leases and owns improvements in a nightclub/bar known as the Mines, at Greco Building 101-105 North Main Street, lower level, in the City of Wilkes-Barre, Pennsylvania, since October, 2008.

2. Plaintiff The Mines, Inc., is a corporation chartered under the laws of the State of Pennsylvania which subleases and operates a nightclub/bar known as The Mines.

3. Plaintiff Thomas J. Greco is an officer, director and principal of Rittenhouse, Inc. and The Mines, Inc., and is owner of the real property where The Mines is located.

4. Plaintiff G Net Comm. Co, Inc. is a corporation chartered under the laws of the State of Pennsylvania, and is and at all pertinent times was the owner of real property located at 135 N. Washington St. and right of ways under the streets within a twenty block grid in the City of Wilkes-Barre. Plaintiff Greco is a principal.

5. Plaintiff Phoenix Estates is a partnership and is and at all pertinent times was the owner of real property at 89 N. Washington St. in the City of Wilkes-Barre. Plaintiff Greco is a principal.

6. Defendant City of Wilkes-Barre (hereinafter "the City" or "Wilkes-Barre") is a municipality in the State of Pennsylvania, County of Luzerne.

7. Defendant Thomas Leighton is and at all pertinent times was the Mayor of the City of Wilkes-Barre.

8. Defendant Gerry Dessoie is and at all pertinent times was the Chief of Police of the City of Wilkes-Barre.

9. Defendant J. J. Murphy is and at all pertinent times was City Administrator of the City of Wilkes-Barre.

10. Defendants Tony Thomas Jr., Kathy Kane, William Barrett, Rick Cronauer, and Michael Merritt are and at all pertinent times were Members of the City Council of the City of Wilkes-Barre.

11. Defendant Butch Frati is and at all pertinent times was the Director of Operations of the City of Wilkes-Barre.

12. Defendant Luzerne County is a political subdivision of the State of Pennsylvania and the employer of defendant Savokinas.

13. Defendant Michael Savokinas at all pertinent times was the Sheriff of Luzerne County.

14. Defendant King's College is a corporation chartered under the laws of the State of Pennsylvania which operates an educational institution across the street from The Mines.

15. Defendant Father Thomas J. O'Hara is and at all pertinent times was the President of King's College.

16. Defendant Robert McGonigle is and at all pertinent times was Associate Vice President for Student Affairs and Dean of Students at King's College.

17. Defendant Paul Lindenmuth is and at all pertinent times was Chair of the Department of Criminal Justice and Sociology at King's College.

18. Defendant John McAndrew is and at all pertinent times was Dean of Students for King's College.

#### JURISDICTION

19. Jurisdiction is asserted pursuant to 28 U.S.C Secs. 1331 and 1343.

20. Jurisdiction over state law claims is asserted pursuant to 28 U.S.C. Sec. 1367.

#### FACTS

21. Plaintiffs The Mines, Inc. and Thomas J. Greco have owned and operated The Mines, a nightclub/bar across the street from King's College.

22. At all times pertinent hereto, The Mines was open from Thursday through Saturday evenings from 5 p.m. to 2 a.m. until on or about April 23, 2009 when business dropped due to the actions of defendants complained of herein.

23. The Mines currently opens about once every 10 days to maintain its liquor license which includes sporadic private parties.

24. Plaintiffs Greco, The Mines, Inc. and Rittenhouse strictly adhered to the current Uniform Construction Code prior to being granted permission and the proper permits to open by the City, installing at their great expense fire sprinklers, emergency exiting, emergency lighting, emergency alarms, kitchen, bathrooms and electrical work.

25. At all times pertinent hereto plaintiff The Mines, Inc. has held a license to serve alcoholic beverages issued by the Pennsylvania Liquor Control Board (hereinafter the "PLCB").

26. The persons served at The Mines have been 30% - 40% Black and Latino; including King's College minority students.

27. On information and belief, the Black and Latino population of Wilkes-Barre has increased during the last several years.

28. However, Wilkes-Barre, Luzerne County and King's College remain predominately White.

29. Said plaintiffs have always welcomed people of any race, color or creed at The Mines.

30. Until the events giving rise to this action, said plaintiffs have operated The Mines with no PLCB citation and no legal or law enforcement action against it by the City of any kind.

31. Said plaintiffs have at all times enforced a strict dress code, screening by metal detectors, identification scanner with digital back-up and strict identification policy, in order for patrons to gain admission to the club.

32. Other bars in close proximity to The Mines with a much lower percentage of Black and Latino clientele (between 1 and 5 percent), have had numerous incidents of crime, noise and other disturbances, including PLCB citations and liquor license renewal issues.

33. The Mines has had an extremely limited number of incidents or disturbances, less than usual for a nightclub/bar where large crowds congregate.

34. Defendants City, Leighton, Dessoye and Murphy have come under increasing public criticism and scrutiny for failing to provide adequate policing and law

enforcement in the City of Wilkes-Barre, due to an upsurge in violent crimes in the last few years, and especially since on or about January 1, 2009.

35. On information and belief, on or about April 5, 2009 an email from defendant McGonigle, with defendant McAndrews' involvement, was circulated by defendant King's College to their students alleging "problems" with The Mines, and inviting students to a forum to discuss how to file complaints with the PLCB against The Mines.

36. At the suggestion of defendants Murphy and Dessoie, plaintiff Greco subsequently spoke with defendant Dessoie and was advised that the clientele of The Mines was not a "good mix" with King's College and that The Mines attracted the "wrong crowd."

37. Plaintiff Greco explained that recent criminal incidents near King's College were not from his customers, were near other bars in the area, or occurred on nights that The Mines was closed.

38. On or about April 8, 2009 plaintiff Greco met with King's College staff and Father O'Hara.

39. At said meeting, defendant O'Hara told plaintiff Greco that he was under pressure from parents of students at King's College threatening to take their children out of the college unless some action was taken against The Mines, or it was closed down, and that he was meeting with defendant Leighton and defendant Dessoie regarding the perceived problems at The Mines.

40. Plaintiff Greco was advised by defendant O'Hara that the clientele of The Mines was not a "good mix" with King's College and that The Mines attracted the "wrong crowd."

41. Defendant Lindenmuth falsely, and with knowledge of its falsity or with reckless disregard of the truth or falsity, told Kings College students and staff that the Mines was the scene of drug busts and had lost its licenses.

42. Commencing on or about April 16, 2009, defendant City and its police began a campaign of harassing Black and Latino individuals coming and going from The Mines and embellishing and creating police reports to make it appear as if criminal incidents were occurring at The Mines or its property.

43. Defendant City and its police did not undertake these or other law enforcement actions at other bars in the area with a white clientele despite there being significantly more incidents of a criminal and nuisance nature there.

44. Defendant O'Hara subsequently advised plaintiff Greco that King's College would try to shut down The Mines because The Mines had the "wrong crowd".

45. On information and belief, defendants Leighton and Dessoie subsequently met with defendant O'Hara to discuss The Mines.

46. The following weekend, at the direction of defendants City, Leighton and Dessoie, beginning on or about April 23, 2009, six (6) police cruisers and fifteen (15) policemen including a K-9 drug dog camped out for hours on and about The Mines property.

47. City police stood in the driveways of The Mines' parking lots, as well as down the block, harassing, targeting and arresting persons who sought entrance to The Mines and writing up the incidents to make it appear that they occurred at The Mines.

48. Additionally, as part of this campaign, Black and Latino patrons from The Mines were targeted, harassed and in one case, upon information and belief, was beaten up by the police.

49. The Mines' manager was advised by the police that "we are closing your boss's place down".

50. City police also conducted breathalyzer blood alcohol tests of customers leaving The Mines and had a police dog approaching customers going in or out of The Mines.

51. On information and belief, no such action and no law enforcement action was taken regarding the other bars in the immediate area with a predominately white clientele, including, but not limited, to Senunas', Gonda's or Beer Boys, the Hardware Bar, and Liam's.

52. These bars, unlike The Mines, regularly had criminal and violent incidents at them as well as numerous PLCB citations.

53. The following weekend, beginning on or about April 30, 2009, the targeting and harassing escalated even further, with about thirty (30) enforcement officers camping out outside The Mines, including, besides City personnel, eight (8) Luzerne County Sheriffs' deputies with four (4) vehicles including defendant Savokinas, three (3) Pennsylvania State Police Liquor Control Enforcement agents, a Wilkes-Barre SWAT team with SWAT vehicle in full SWAT gear, eight (8) Wilkes-Barre Police vehicles as



well as a motorcycle police officer and two (2) K-9 dogs, totaling about twenty (20) Wilkes-Barre City Police Officers and a total of about thirty (30) enforcement officers.

54. Despite this unprecedented enforcement presence, no arrests were made and no citations issued; the law enforcement presence was, on information and belief, designed to and had the effect of targeting and harassing plaintiffs and prospective patrons of The Mines.

55. On or about May 15 and 16, 2009 City Police set up seatbelt check points in front of The Mines for an unprecedented two consecutive nights, with the intent to target and harass The Mines and its customers.

56. On information and belief, neither from April 23, 2009 through June 4, 2009, nor at times before and after, were similar actions or, indeed, any significant law enforcement action directed towards Senunas', Gonda's or Beer Boys, the Hardware Bar, and Liam's or their customers or employees despite there being criminal and other violent actions there as well as violations under the regulations of PLCB.

57. At all times pertinent hereto, on information and belief, no such action and no law enforcement action was taken regarding the other bars in the immediate area with a predominately white clientele, including, but not limited to, Senunas', Gonda's or Beer Boys, the Hardware Bar, and Liam's.

58. On information and belief, these bars, unlike The Mines, regularly had criminal and violent incidents at them as well as numerous PLCB citations.

59. The aforesaid actions of defendants were taken pursuant to a custom and policy of defendants City and Luzerne County.

60. Defendants King's College, O'Hara, McGonigle, Lindenmuth and McAndrew acted in concert with the other defendants at all pertinent times, and all defendants named in this complaint acted under the color of state law and willfully participated in a joint conspiracy to shut down The Mines and otherwise damage plaintiffs in derogation of their constitutional rights.

61. The aforesaid custom and policy consists of an effort to discourage businesses in Wilkes-Barre and Luzerne County from serving Blacks and Latinos and scape-goating such businesses for the City and County defendants, and the defendants employed by them for failing to adequately police the City and maintaining proper law enforcement.

62. On information and belief, in furtherance of this custom and policy, defendant City has previously moved to close down bars and restaurants that serve Black and Latino clientele, including, but not limited to Airey Tavern, Chu's, Desi's Pizza, Gordie's, Tom & Eva's, and the Whitehouse.

63. This effort is in furtherance of an official policy and goal of the City/County defendants of preventing Black and Latino people from living in or spending time in Wilkes-Barre and Luzerne County.

64. As a result of the aforesaid, the investment of over \$900,000.00 in the development of the nightclub-restaurant-museum, the income and income prospects of plaintiffs Rittenhouse, Greco and The Mines, Inc. have been, continue, and will continue to be severely damaged in an amount to be determined at trial.

65. In addition there has been damage in amounts to be determined at trial to plaintiff Greco's reputation.

66. Real property owned by plaintiffs G Net Comm. Co, Inc. and Phoenix Estates in the City has been under consideration by defendants City and Leighton for tax and other benefits to encourage development under the Keystone Opportunity Zone (hereinafter "KOZ") program.

67. Said plaintiffs along with plaintiff Greco have invested in excess of \$2,900,000.00 in furtherance of developing said properties as an advanced broadband economic development project and community green energy geothermal district heating and cooling authority for the benefit of residents and all property owners within the downtown Wilkes-Barre area.

68. Said plaintiffs along with plaintiff Greco worked on a Pennsylvania State government bill to insert funding for geothermal projects which use abandoned mine water as a source for green energy development for geothermal heating and cooling with grants available for the feasibility and implementation of the project.

69. After gaining local representative Eddie Day Pashinski's support as well as support from Governor Rendell, said plaintiffs urged defendant City to apply for grant funds.

70. Said plaintiffs were prime candidates for said grant funds.

71. On information and belief, defendants Leighton, Dessoye, Frati in November and December of 2009 caused Representative Pashinski to no longer support the geothermal project and not return plaintiff's calls.

72. Said defendants took said action after Agent Joseph Noone of the Federal Bureau of Investigation leaked that he had interviewed Greco in November, 2009, and would move forward to convict Greco of a felony.

73. In retaliation for plaintiff Greco's involvement with The Mines and his assertion of his right to conduct a lawful business at and through The Mines including his complaints about violations of his civil rights, defendants City, Leighton, Thomas Jr., Kathy Kane, William Barrett, Rick Cronauer, and Michael Merritt have obstructed granting of benefits under the KOZ project to plaintiffs G Net Comm. Co, Inc. and Phoenix Estates.

74. Specifically, said defendants failed to include real property owned by plaintiffs G Net Comm. Co, Inc. and Phoenix Estates among those properties for which an extension to begin physical on site development work was granted on or about June, 2, 2010.

75. The property owned by said plaintiffs was in all respects qualified for an extension.

76. As a result thereof the benefits have been lost and the development possibilities significantly lessened, resulting in said plaintiffs being damaged in an amount to be determined at trial.

77. The aforesaid actions of the individual defendants were willful, malicious and beyond all bounds of civilized behavior.

78. Plaintiffs demand a trial by jury.

COUNT ONE

79. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 78 as if fully set forth herein.

80. Plaintiffs Rittenhouse, Greco and The Mines , Inc. state a claim against defendants under 42 U.S.C. Sections 1983 and 1985 for acting in concert to subject

plaintiffs and their businesses to far harsher law enforcement action than other businesses similarly situated (other than in the race of their clientele) in violation of said plaintiffs' right to equal protection of the laws under the Fourteenth Amendment to the United States Constitution.

COUNT TWO

81. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 80 as if fully set forth herein.

82. Plaintiffs Rittenhouse, Greco and The Mines, Inc. state a claim against defendants, acting in concert, under 42 U.S.C. Section 1981, 1982, 1983, and 1985 and the Fourteenth Amendment to the United States Constitution, inasmuch as defendants actions were done in retaliation against plaintiffs for welcoming Black and Latino persons as patrons at their establishment and were done as part of a custom and policy designed to drive such persons out of Wilkes-Barre and the neighboring communities.

COUNT THREE

83. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 82 as if fully set forth herein.

84. Plaintiffs Rittenhouse, Greco and The Mines, Inc. state a claim against defendants under the due process clause of the Fifth and Fourteenth Amendments to the United States Constitution inasmuch as (a) defendants have perverted and abused the police powers invested in them and defendants King's College, O'Hara, McGonigle, Lindenmuth and McAndrew have acted in concert with them for the purpose of destroying plaintiffs and their business without legally valid justification; (b) have acted so as to stigmatize and harass plaintiffs without any lawful basis and without due regard

to the truth of statements made about plaintiffs; and (c) have acted to wrongfully deprive plaintiffs of the use of their property and their right to pursue their legitimate commercial endeavors, as contractually sanctioned and approved by the City at substantial cost to plaintiffs.

COUNT FOUR

85. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 84 as if fully set forth herein.

86. Plaintiff Greco, G Net Comm. Co, Phoenix Estates, and Greco Holdings, Inc. state a claim under 42 U.S.C. Sec. 1983 against defendants City, Leighton, Thomas, Jr., Kane, Barrett, Cronauer and Merritt for violation of their rights to equal protection of the laws and substantive due process under the Fifth and Fourteenth Amendments of the U.S. Constitution for actions taken against them under color of state law in conjunction with the KOZ development project.

COUNT FIVE

87. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 86 as if fully set forth herein.

88. Plaintiffs state the following state law claims against all defendants acting in concert for abuse of process: tortious interference with business relationships, trade disparagement, defamation.

COUNT SIX

89. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 88 as if fully set forth herein.

90. Plaintiffs Rittenhouse, Greco, and The Mines, Inc. state a claim against defendants King's College, O'Hara, McGonigle, Lindenmuth and McAndrew under 24 P.S. § 5004(a)(3) for depriving minority students of their choice in where to socialize.

COUNT SEVEN

91. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 90 as if fully set forth herein.

92. On information and belief defendants Leighton and Dessoie induced fellow King's College graduate, friend and Federal Bureau of Investigation agent, Joseph Noone, to manipulate plaintiff Greco into becoming vulnerable to the charge of misprision (a/k/a failing to report a felony).

93. Said defendants did so in retaliation against plaintiff Greco for complaining of and threatening to sue for civil rights violations stemming from their actions and activities at The Mines and to undermine his credibility.

94. As a result of the efforts of Agent Noone, plaintiff Greco was convicted (upon a plea of guilty) of the felony of misprison (18 U.S.C. Sec. 4) on or about November 10, 2010 and sentenced to two years probation and 50 hours of community service and fined \$10,000.

95. Plaintiff Greco states a claim against defendants under 42 U.S.C. Section 1981, 1982, 1983, and 1985 and the Fifth and Fourteenth Amendments to the U.S. Constitution.

COUNT EIGHT

96. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 95 as if fully set forth herein.

97. Plaintiffs state a claim for attorneys fees under 42 U.S.C. § 1988.

WHEREFORE, plaintiffs pray for a judgment:

A. Awarding plaintiffs Rittenhouse, Greco and The Mines, Inc.

compensatory damages including prospective loss of earnings in an amount to be determined at trial on each cause of action against all defendants on the First, Second, Third and Fifth counts.

B. Awarding plaintiff Greco, G Net Comm. Co, Phoenix Estates, and Greco

Holdings, Inc. compensatory damages, including loss of prospective earnings, in an amount to be determined at trial against defendants City, Leighton, Thomas, Jr., Kane, Barrett, Cronauer and Merritt on the Fourth Count.

C. Awarding plaintiffs Rittenhouse, Greco, and The Mines, Inc.

compensatory damages in an amount to be awarded at trial against defendants Kings' College, O'Hara, McGonigle, Lindenmuth and McAndrew on the Sixth count.

D. Awarding plaintiff Greco compensatory damages in an amount to be

determined at trial against defendants Leighton and Dessoye on the Seventh Count.

E. Awarding plaintiffs punitive damages in an amount to be determined at

trial against the individual defendants.

F. Awarding plaintiffs costs, disbursements and reasonable attorney's fees

together with such other and further relief as this Court deems just and proper.

Dated: New York, NY

April 4, 2011



/s/

---

Harry Kresky  
250 W. 57<sup>th</sup> Street (Ste. 2017)  
New York, NY 10107  
(212) 581-1516  
Em: [hkresky@harrykreskylaw.com](mailto:hkresky@harrykreskylaw.com)

# EXHIBIT 3

PROTHONOTARY LUZERNE COUNTY  
FILED AUG 13 '20 PM1:45



Melissa DeGrazia Johnson

Major Case Specialist  
Travelers

(610) 371-3924  
(877) 231-2506 (fax)  
mdgraz2@travelers.com

P. O. Box 13426  
Reading, PA 19612-3426

May 10, 2011

**Certified Mail – Return Receipt Requested**

Dr. Lisa Marie McCauley  
VP Business Affairs/Treasurer  
King's College  
133 North River Street  
Wilkes-Barre, PA 18711

Re:	Insured:	Northeast Pennsylvania Education Risk Management Group, Inc.
	Policy Number:	630-1086N48A
	Effective Dates:	02/01/2009 to 02/01/2010
	Claimants:	Thom Greco, et al.
	Date of Loss:	04/16/2009
	Claim Number:	ENB2475

Dear Dr. McCauley:

We received the summons and complaint in the *Rittenhouse Entertainment, Inc., The Mines, Inc., G Net Comm. Co., Phoenix Estates, and Thomas G. Greco, Plaintiffs vs. City of Wilkes-Barre, Thomas Leighton, individually and as Mayor of Wilkes-Barre, Gerald Dessoie, individually and as Chief of Police of Wilkes-Barre, J.J. Murphy, individually and as City Administrator of Wilkes-Barre, Tony Thomas, Jr, Kathy Kane, William Barrett, Rick Cronauer, Michael Merritt, individually as members of the Wilkes-Barre City Council, Butch Frati, individually and as Director of Operations of Wilkes-Barre, Luzerne County, Michael Savokinas, individually and as Luzerne County Sheriff, King's College, Father Thomas J. O'Hara, Robert McGonigle, Paul Lindenmuth and John McAndrew, individually and as Officers and Employees of King's College, Defendants ("Greco Complaint")*. We appreciate and value the Northeast Pennsylvania Education Risk Management Group, Inc. as a customer and are committed to working closely with you in the defense of this matter. While the policy issued to Northeast Pennsylvania Education Risk Management Group, Inc. by The Charter Oak Fire Insurance Company ("Travelers") provides insurance protection to King's College, all or part of this claim may not be covered by the policy. The purpose of this letter, which is known as a "Reservation of Rights" letter, is to inform you of our respective obligations and rights under the policy. For the reasons sets for below, Travelers will provide King's College, Father Thomas J. O'Hara, Robert

McGonigle, Paul Lindenmuth and John McAndrew with a defense in this suit, subject to the terms and conditions of the policy and our reservation of rights, which is explained below.

Plaintiffs raise various federal and state law claims against King's College and several of its officers and employees, along with government and police officials from the city of Wilkes-Barre and Luzerne County, for allegedly interfering with the operations of The Mines, a nightclub located across from the King's College campus. Patrons of The Mines were allegedly 30% to 40% black and Latino, while the population of Wilkes-Barre, Luzerne County, and King's College were predominantly white. The Mines allegedly operated without any Pennsylvania Liquor Control Board ("PLCB") citations or legal or law enforcement actions against it, as compared to other area establishments with predominantly white patrons. On or about April 5, 2009, Robert McGonigle, with John McAndrews' involvement, circulated an email to King's College students alleging "problems" with The Mines and inviting students to a forum to discuss how to file PLCB violations against The Mines. On April 8, 2009, Thom Greco, owner of The Mines, met with staff of King's College and Father O'Hara, who advised that students' parents were pressuring King's College to take action against The Mines. On April 16, 2009, a pattern of excessive police presence and harassment started with City and County defendants targeting minority patrons of The Mines in furtherance of their alleged goal of preventing black and Latino people from living in or spending time in Wilkes-Barre and Luzerne County. Plaintiffs allege Defendants violated 42 U.S.C. Sections 1981, 1982, 1983, and 1985, and the Fifth and Fourteenth Amendments to the United States Constitution for abuse of police powers. King's College, Fr. O'Hara, Mr. McGonigle, Mr. Lindenmuth and Mr. McAndrew allegedly acted in concert with the other defendants. The *Greco Complaint* also raises state law claims of tortious interference with business relationships, trade disparagement, and defamation. Plaintiffs also state a claim against King's College, Fr. O'Hara, Mr. McGonigle, Mr. Lindenmuth and Mr. McAndrew under 24 PS. §5004(a)(3) for depriving minority students of their choice in where to socialize. Plaintiffs are seeking attorney's fees, compensatory damages, including loss of prospective earnings, and punitive damages.

We realize that you may dispute some or all of these allegations. By referencing these allegations, Travelers does not mean to imply that any of them are true. However, Travelers must refer to the allegations in determining any obligation it may have to you concerning the *Greco Complaint*.

We refer you to your policy, specifically to the Web Xtend Liability endorsement CG D2 34 01 05 and Exclusion-Discrimination endorsement form CG D1 42 01 99, which replaces and/or modifies the insuring agreement of Commercial General Liability Coverage Form CG 00 01 10 01 and provides in pertinent part as follows:

#### **SECTION I – COVERAGES**

##### **COVERAGE B. PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY**

###### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury", "advertising injury" or "web site injury" to which this

insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury", "advertising injury", or "web site injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

...

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; or
- (3) "Web site injury" caused by an offense committed in the course of the visual or audio presentation of material on "your web site" or in the numerical expression of computer code used to enable "your web site";

but only if the offense was committed in the "coverage territory" during the policy period.

...

**2. Exclusions.**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal injury", "advertising injury" or "web site injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury", "advertising injury" or "web site injury".

b. **Material Published With Knowledge Of Falsity**

"Personal injury", "advertising injury" or "web site injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

...

d. **Criminal Acts**

"Personal injury", "advertising injury" or "web site injury" arising out of a criminal act committed by or with the consent of the insured.

...

j. **Electronic Chatrooms Or Bulletin Boards**

"Personal injury", "advertising injury" or "web site injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

...

**n. Dishonest, Fraudulent Or Malicious Acts**

"Web site injury" arising out of dishonest, fraudulent, criminal or malicious acts, errors or omissions committed by any insured, or by anyone for whom the insured is legally responsible, whether acting alone or with others.

...

**q. Discrimination**

"Personal injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

**SECTION V – DEFINITIONS**

**PERSONAL AND ADVERTISING INJURY**

The definition of "Personal and advertising injury" (SECTION V – DEFINITIONS) is deleted in its entirety and replaced by the following definitions of "advertising injury" and "personal injury":

"Advertising injury" means injury, arising out of one or more of the following offenses:

- a. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- b. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or

...

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;

...

- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or

...

Based on the above language, personal injury resulting from or as a consequence of discrimination, whether intentional or unintentional, is excluded from coverage. The *Greco Complaint* alleges defendants acted with the intent of closing down The Mines because it attracted minorities. The *Greco Complaint* also alleges that King's College and its staff acted to deprive minority students of their choice in where to socialize by shutting down The Mines. To the extent the plaintiffs' injuries arise from discrimination, Travelers may exclude indemnity coverage for those injuries. Travelers will provide King's College, Father Thomas J. O'Hara, Robert McGonigle, Paul Lindenmuth and John McAndrew with a defense subject to a

reservation of all rights, including but not limited to the right to disclaim coverage and withdraw from providing a defense should Travelers determine that the policy does not afford coverage for this matter.

Please now direct your attention to the Commercial General Liability Coverage Form CG 00 01 10 01, which is modified by Other Insurance - Additional Insureds endorsement CG D 0 37 04 05, and provides in pertinent part as follows:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and
- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

**b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (e) That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

We understand that you have other insurance with Chartis Insurance Company, and that insurance may provide additional coverage for this matter. We have previously contacted Chartis regarding their coverage and requested a copy of their policy. We'll continue our efforts to work with Chartis to this end. Upon receipt of Chartis Insurance's policy, we will analyze the "other insurance" language of their policy and determine how each policy will apply.

Primary policy no. 630-1086N48A limits Travelers' liability to \$1,000,000 in total for personal and advertising injury. Please keep in mind that you are being sued for an unspecified amount. In the event that a judgment is entered against you, Travelers will not be responsible for amounts in excess of your policy limit.

To the extent the *Greco Complaint* seeks punitive damages, we must advise that it is against public policy in Pennsylvania to provide insurance coverage for the payment of any award for punitive damages. Therefore, if punitive damages are awarded, you will be responsible for the payment of this portion of the verdict. We offer you the opportunity to consider securing counsel of your own choice and at your own cost to defend this part of the lawsuit.

Should you wish to retain independent counsel, at your own expense, to protect your potential exposure to punitive damages or in excess of the policy limits stated above, please advise us of that firm's name, address and telephone number. Upon receiving written notice of their retention, we will gladly keep them advised of the developments of this case and will ask defense counsel to do the same.

We are committed to working closely with you in the defense of this matter. David L. Schwalm, Esq. of Thomas, Thomas & Hafer, LLP was retained to defend this matter. As a reminder, please refrain from discussing this case with anyone other than a representative of Travelers, Thomas, Thomas & Hafer, LLP, or your corporate counsel. We will continue to investigate this claim subject to a full reservation of all rights under the policy and at law.



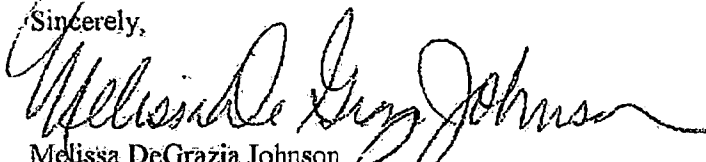
Claim No. ENB2475  
May 10, 2011  
Page 7 of 7

This letter does not, and is not intended to, waive any of the rights Travelers may have under the terms of your insurance policy or at law. This letter is not intended to be an exhaustive statement of all exclusions and/or conditions which may be applicable. All rights which Travelers may have under the terms of your insurance policy and at law are specifically reserved. We expressly do not waive our right to disclaim coverage for any other valid reason.

Travelers' position on this matter is based on the information presently available to us. If you have any further information you feel would be relevant to our coverage determination, please forward that information to me for our consideration. Additionally, if an amended complaint is served in this matter, please forward it to us immediately for our consideration as such amendments can affect our obligations to you under the policy. We will carefully consider any information that you provide.

If you have any questions or wish to discuss this matter at any time, please do not hesitate to contact me directly at (610) 371-3924.

Sincerely,



Melissa DeGrazia Johnson  
The Charter Oak Fire Insurance Company

cc: Kim Parker  
Willis of Pennsylvania, Inc.

Vicki Bussman  
Willis of Pennsylvania, Inc.

# EXHIBIT 4

Harry Kresky  
Law Office of Harry Kresky  
505 West 54<sup>th</sup> Street (Suite 419)  
New York, NY 10019  
NY ID# 1464650  
(admitted *pro hac vice*)  
Telephone: (212) 581-1516

Howard A. Rothenberg  
Herlands Rothenberg & Levine  
345 Wyoming Avenue (Suite 210)  
Scranton, PA 18503  
Telephone: 570-961-1850

IN THE DISTRICT COURT OF  
THE MIDDLE DISTRICT OF PENNSYLVANIA

-----X  
RITTENHOUSE ENTERTAINMENT, INC.,                      No.:  
THE MINES, INC., G NET COMM. CO.,  
PHOENIX ESTATES, and THOMAS J.                      JURY TRIAL  
DEMANDED  
GRECO,

   Plaintiffs,                      AMENDED COMPLAINT  
vs.

CITY OF WILKES-BARRE, THOMAS  
LEIGHTON, individually and as Mayor of  
Wilkes-Barre, GERALD DESSOYE,  
individually and as Chief of Police of  
Wilkes-Barre, J.J. MURPHY, individually  
and as City Administrator of Wilkes-Barre,  
TONY THOMAS, JR., KATHY KANE,  
WILLIAM BARRETT, RICK CRONAUER,  
MICHAEL MERRITT, individually and as  
Members of the Wilkes-Barre City Council,  
BUTCH FRATI, individually and as Director  
of Operations of Wilkes-Barre, LUZERNE  
COUNTY, MICHAEL SAVOKINAS,  
individually and as Luzerne County Sheriff,

KING'S COLLEGE, FATHER THOMAS J.  
O'HARA, ROBERT McGONIGLE, PAUL  
LINDENMUTH and JOHN McANDREW,  
individually and as Officers and Employees  
of Kings College,

Defendants.

-----X

Plaintiffs, by and through Harry Kresky, an attorney admitted to  
practice in the State of New York and local U.S. District Courts, with  
application for admission pro hac vice to this Court to be filed when local  
counsel is retained, complaining of defendants, allege:

**PARTIES**

1. Plaintiff Rittenhouse Entertainment, Inc. (hereinafter  
"Rittenhouse") is a corporation chartered under the laws of the State of  
Pennsylvania which leases and owns improvements in a nightclub/bar  
known as the Mines, at Greco Building 101-105 North Main Street, lower  
level, in the City of Wilkes-Barre, Pennsylvania, since October, 2008.
2. Plaintiff The Mines, Inc., is a corporation chartered under the  
laws of the State of Pennsylvania which subleases and operates a  
nightclub/bar known as The Mines.
3. Plaintiff Thomas J. Greco is an officer, director and principal of  
Rittenhouse, Inc. and The Mines, Inc., and is owner of the real property  
where The Mines is located.

4. Plaintiff G Net Comm. Co, Inc. is a corporation chartered under the laws of the State of Pennsylvania, and is and at all pertinent times was the owner of real property located at 135 N. Washington St. and right of ways under the streets within a twenty block grid in the City of Wilkes-Barre. Plaintiff Greco is a principal.

5. Plaintiff Phoenix Estates is a partnership and is and at all pertinent times was the owner of real property at 89 N. Washington St. in the City of Wilkes-Barre. Plaintiff Greco is a principal.

6. Defendant City of Wilkes-Barre (hereinafter “the City” or “Wilkes-Barre”) is a municipality in the State of Pennsylvania, County of Luzerne.

7. Defendant Thomas Leighton is and at all pertinent times was the Mayor of the City of Wilkes-Barre.

8. Defendant Gerry Dessoye is and at all pertinent times was the Chief of Police of the City of Wilkes-Barre.

9. Defendant J. J. Murphy is and at all pertinent times was City Administrator of the City of Wilkes-Barre.

10. Defendants Tony Thomas Jr., Kathy Kane, William Barrett, Rick Cronauer, and Michael Merritt are and at all pertinent times were Members of the City Council of the City of Wilkes-Barre.

11. Defendant Butch Frati is and at all pertinent times was the Director of Operations of the City of Wilkes-Barre.

12. Defendant Luzerne County is a political subdivision of the State of Pennsylvania and the employer of defendant Savokinas.

13. Defendant Michael Savokinas at all pertinent times was the Sheriff of Luzerne County.

14. Defendant King's College is a corporation chartered under the laws of the State of Pennsylvania which operates an educational institution across the street from The Mines.

15. Defendant Father Thomas J. O'Hara is and at all pertinent times was the President of King's College.

16. Defendant Robert McGonigle is and at all pertinent times was Associate Vice President for Student Affairs and Dean of Students at King's College.

17. Defendant Paul Lindenmuth is and at all pertinent times was Chair of the Department of Criminal Justice and Sociology at King's College.

18. Defendant John McAndrew is and at all pertinent times was Dean of Students for King's College.

#### JURISDICTION

19. Jurisdiction is asserted pursuant to 28 U.S.C Secs. 1331 and 1343.

20. Jurisdiction over state law claims is asserted pursuant to 28 U.S.C. Sec. 1367.

### FACTS

21. Plaintiffs The Mines, Inc. and Thomas J. Greco have owned and operated The Mines, a nightclub/bar across the street from King's College.

22. At all times pertinent hereto, The Mines was open from Thursday through Saturday evenings from 5 p.m. to 2 a.m. until on or about April 23, 2009 when business dropped due to the actions of defendants complained of herein.

23. The Mines currently opens about once every 10 days to maintain its liquor license which includes sporadic private parties.

24. Plaintiffs Greco, The Mines, Inc. and Rittenhouse strictly adhered to the current Uniform Construction Code prior to being granted permission and the proper permits to open by the City, installing at their great expense fire sprinklers, emergency exiting, emergency lighting, emergency alarms, kitchen, bathrooms and electrical work.

25. At all times pertinent hereto plaintiff The Mines, Inc. has held a license to serve alcoholic beverages issued by the Pennsylvania Liquor Control Board (hereinafter the "PLCB").

26. The persons served at The Mines have been 30% - 40% Black and Latino; including King's College minority students.

27. On information and belief, the Black and Latino population of Wilkes-Barre has increased during the last several years.

28. However, Wilkes-Barre, Luzerne County and King's College remain predominately White.

29. Said plaintiffs have always welcomed people of any race, color or creed at The Mines.

30. Until the events giving rise to this action, said plaintiffs have operated The Mines with no PLCB citation and no legal or law enforcement action against it by the City of any kind.

31. Said plaintiffs have at all times enforced a strict dress code, screening by metal detectors, identification scanner with digital back-up and strict identification policy, in order for patrons to gain admission to the club.

32. Other bars in close proximity to The Mines with a much lower percentage of Black and Latino clientele (between 1 and 5 percent), have had numerous incidents of crime, noise and other disturbances, including PLCB citations and liquor license renewal issues.



33. The Mines has had an extremely limited number of incidents or disturbances, less than usual for a nightclub/bar where large crowds congregate.

34. Defendants City, Leighton, Dessoie and Murphy have come under increasing public criticism and scrutiny for failing to provide adequate policing and law enforcement in the City of Wilkes-Barre, due to an upsurge in violent crimes in the last few years, and especially since on or about January 1, 2009.

35. On information and belief, on or about April 5, 2009 an email from defendant McGonigle, with defendant McAndrews' involvement, was circulated by defendant King's College to their students alleging "problems" with The Mines, and inviting students to a forum to discuss how to file complaints with the PLCB against The Mines.

36. At the suggestion of defendants Murphy and Dessoie, plaintiff Greco subsequently spoke with defendant Dessoie and was advised that the clientele of The Mines was not a "good mix" with King's College and that The Mines attracted the "wrong crowd."

37. Plaintiff Greco explained that recent criminal incidents near King's College were not from his customers, were near other bars in the area, or occurred on nights that The Mines was closed.

38. On or about April 8, 2009 plaintiff Greco met with King's College staff and Father O'Hara.

39. At said meeting, defendant O'Hara told plaintiff Greco that he was under pressure from parents of students at King's College threatening to take their children out of the college unless some action was taken against The Mines, or it was closed down, and that the was meeting with defendant Leighton and defendant Dessoie regarding the perceived problems at The Mines.

40. Plaintiff Greco was advised by defendant O'Hara that the clientele of The Mines was not a "good mix" with King's College and that The Mines attracted the "wrong crowd."

41. Defendant Lindenmuth falsely, and with knowledge of its falsity or with reckless disregard of the truth or falsity, told Kings College students and staff that the Mines was the scene of drug busts and had lost its licenses.

42. Commencing on or about April 16, 2009, defendant City and its police began a campaign of harassing Black and Latino individuals coming and going from The Mines and embellishing and creating police reports to make it appear as if criminal incidents were occurring at The Mines or its property.

43. Defendant City and its police did not undertake these or other law enforcement actions at other bars in the area with a white clientele despite there being significantly more incidents of a criminal and nuisance nature there.

44. Defendant O'Hara subsequently advised plaintiff Greco that King's College would try to shut down The Mines because The Mines had the "wrong crowd".

45. On information and belief, defendants Leighton and Dessoye subsequently met with defendant O'Hara to discuss The Mines.

46. The following weekend, at the direction of defendants City, Leighton and Dessoye, beginning on or about April 23, 2009, six (6) police cruisers and fifteen (15) policemen including a K-9 drug dog camped out for hours on and about The Mines property.

47. City police stood in the driveways of The Mines' parking lots, as well as down the block, harassing, targeting and arresting persons who sought entrance to The Mines and writing up the incidents to make it appear that they occurred at The Mines.

48. Additionally, as part of this campaign, Black and Latino patrons from The Mines were targeted, harassed and in one case, upon information and belief, was beaten up by the police.

49. The Mines' manager was advised by the police that "we are closing your boss's place down".

50. City police also conducted breathalyzer blood alcohol tests of customers leaving The Mines and had a police dog approaching customers going in or out of The Mines.

51. On information and belief, no such action and no law enforcement action was taken regarding the other bars in the immediate area with a predominately white clientele, including, but not limited, to Senunas', Gonda's or Beer Boys, the Hardware Bar, and Liam's.

52. These bars, unlike The Mines, regularly had criminal and violent incidents at them as well as numerous PLCB citations.

53. The following weekend, beginning on or about April 30, 2009, the targeting and harassing escalated even further, with about thirty (30) enforcement officers camping out outside The Mines, including, besides City personnel, eight (8) Luzerne County Sheriffs' deputies with four (4) vehicles including defendant Savokinas, three (3) Pennsylvania State Police Liquor Control Enforcement agents, a Wilkes-Barre SWAT team with SWAT vehicle in full SWAT gear, eight (8) Wilkes-Barre Police vehicles as well as a motorcycle police officer and two (2) K-9 dogs, totaling about twenty (20) Wilkes-Barre City Police Officers and a total of about thirty (30) enforcement officers.

54. Despite this unprecedented enforcement presence and highly unusual use of county personnel in a local police action, no arrests were made and no citations issued; the law enforcement presence was, on information and belief, designed to and had the effect of targeting and harassing plaintiffs and prospective patrons of The Mines.

55. On or about May 15 and 16, 2009 City Police set up seatbelt check points in front of The Mines for an unprecedented two consecutive nights, with the intent to target and harass The Mines and its customers.

56. On information and belief, neither from April 23, 2009 through June 4, 2009, nor at times before and after, were similar actions or, indeed, any significant law enforcement action directed towards Senunas', Gonda's or Beer Boys, the Hardware Bar, and Liam's or their customers or employees despite there being criminal and other violent actions there as well as violations under the regulations of PLCB.

57. At all times pertinent hereto, on information and belief, no such action and no law enforcement action was taken regarding the other bars in the immediate area with a predominately white clientele, including, but not limited to, Senunas', Gonda's or Beer Boys, the Hardware Bar, and Liam's.

58. On information and belief, these bars, unlike The Mines, regularly had criminal and violent incidents at them as well as numerous PLCB citations.

59. The aforesaid actions of defendants were taken pursuant to a custom and policy of defendants City and Luzerne County.

60. Defendants King's College, O'Hara, McGonigle, Lindenmuth and McAndrew acted in concert with the other defendants at all pertinent times, and all defendants named in this complaint acted under the color of state law and willfully participated in a joint conspiracy to shut down The Mines and otherwise damage plaintiffs in derogation of their constitutional rights.

61. The aforesaid custom and policy consists of an effort to discourage businesses in Wilkes-Barre and Luzerne County from serving Blacks and Latinos and scape-goating such businesses for the City and County defendants, and the defendants employed by them for failing to adequately police the City and maintaining proper law enforcement.

62. On information and belief, in furtherance of this custom and policy, defendant City has previously moved to close down bars and restaurants that serve Black and Latino clientele, including, but not limited to Airey Tavern, Chu's, Desi's Pizza, Gordie's, Tom & Eva's, and the Whitehouse.

63. This effort is in furtherance of an official policy and goal of the City/County defendants of preventing Black and Latino people from living in or spending time in Wilkes-Barre and Luzerne County.

64. The aforesaid conspiracy between defendant King's College and the individual defendants associated with said King's College began in March, 2009, prior to an email being sent to the student body, in the form of a meeting with defendant City's administrators to plan how to close the Mines.

65. The plan included but, was not limited to, defendant King's College complaining to the Pennsylvania Liquor Control Enforcement (PLCE) and defendant City contacting the PLCE to file a complaint and supply an extraordinary number of incident reports ( for which the PLCE eventually determined The Mines operations had no responsibility)..

66. The defendants City and King's College also planned to assemble the students of King's College to further facilitate their plan by advising them to file complaints about noise and other incidents, in an effort to create a record which would cause closure of The Mines.

67. Subsequent to the aforesaid meeting, an email was sent to the students at King's College concerning actions being taken to shut down The Mines. The same email was authored and sent on behalf of defendant King's College, specifically by the following: Rev. Thomas J. O'Hara, C.S.C., Ph.D., President; Dr. Nicholas Holodick, Vice President for Academic Affairs; Ms. Janet Mercincavage, Vice President for Student Affairs; Dr. Frank Oliver, Vice President for Institutional Advancement; Dr. Lisa Marie

McCauley, Vice President for Business Affairs and Treasurer; Rev. Richard Hockman, C.S.C., College Chaplain, and Director of Campus Ministry; Rev. Anthony Grasso, C.S.C., Ph.D., Associate Vice President for Academic Affairs and Dean of the Faculty; Ms. Teresa Peck, Associate Vice President for Enrollment and Academic Services; Mr. Robert McGonigle, Associate Vice President for Student Affairs and Dean of Students.

68. Defendant King's College, through defendant Father O'Hara and defendant King's College's senior staff at Father O'Hara's office, met with plaintiff Greco to discuss the email, and at said meeting defendant King's College refused a request by plaintiff Greco to attend the planned forum.

69. Despite promising at said meeting to do so, defendant King's College did not cooperate with Plaintiff Greco and The Mines in addressing the College's concerns about The Mines.

70. Defendants King's College and City (including J. J. Murphy and Chief Dessoye) attended the planned forum at defendant King's College to further their plan to close The Mines, whereby the King's College students were encouraged to create incident reports concerning activity at The Mines to be used to justify action by defendants City and Luzerne County against The Mines



71. Defendant O'Hara called plaintiff Greco and told him that he was under pressure from alumni and parents who threatened to take their children out of defendant King's College, and told plaintiff Greco that he would act to close The Mines down.

72. Defendant O'Hara and other officials of defendant King's College met and coordinated with officials of defendant City of Wilkes Barre (including defendants Dessoie, Leighton, and Murphy) concerning the actions taken against The Mines in April and May of 2009.

73. Defendant King's College's Head of Security then arranged for the College's security guards, and others hired for that purpose, to work in concert with defendant City of Wilkes Barre to implement the aforesaid actions taken outside The Mines, which included staging from defendant King's College property.

74. On or about April 25 and 26, 2009 officials of defendant King's College and of defendant Wilkes Barre City coordinated a plan with the Pennsylvania Liquor Control Enforcement to find a violation against The Mines.

75. FBI agents Joseph Noone and James Glenn, who cooperated in actions taken against Plaintiff Greco (as described later in this amended complaint) have affiliations with defendant King's College. In particular, Noone's mother worked at defendant King's College and he attended and

graduated from King's College tuition-free, and Glenn's wife worked for defendant King's College, and his son and daughter attended King College tuition-free.

76. Defendant Luzerne County and defendant Sheriff Savokinas worked with defendant Murphy and other City officials to coordinate the actions taken against The Mines on the weekend of April 23-25, 2009

77. On April 30, 2009 defendant Savokinas responded to a request from defendants associated with the defendant City in furtherance of a plan to send an unprecedented and extraordinarily large detachment of eight (8) deputy sheriffs, led by defendant Savokinas, to join employees and agents of defendant City in harassing The Mines and its customers and employees, as described in paragraph 53 above.

78. In June of 2009, defendant Luzerne County Commissioner Chairman Petrilla and Commissioner Skrepnak had agreed to support the KOZ approval for plaintiffs Greco, G Net, and Phoenix Estates properties before defendants Leighton, Murphy, and other defendant City administrators contacted said defendant Luzerne County prior to Commissioner meeting and conspired to deny the said KOZ approval for the plaintiffs.

79. In June of 2010, defendant Luzerne County breached its lease obligation to plaintiff Phoenix Estates at Phoenix Plaza and refused to continue to meet its rental obligation.

80. In September, 2011 defendant Luzerne County refused to entertain a bid in response to a Request For Proposal for defendant County to lease office space, although plaintiffs Greco and Phoenix Estates were the only responsive bidders.

81. The aforesaid participation by defendant County and those associated with it are indicative of racial bias, inasmuch as these actions were unlike those ordinarily taken by them and would not have been taken were it not for their knowing participation in the aforesaid conspiracy against plaintiffs.

82. As a result of the aforesaid, the investment of over \$900,000.00 by plaintiffs Rittenhouse Entertainment, Inc., Thom Greco, and The Mines in the development of the nightclub-restaurant-museum, the income and income prospects of plaintiffs Rittenhouse, Greco and The Mines, Inc. have been, continue, and will continue to be severely damaged in an amount to be determined at trial.

83. In addition there has been damage in amounts to be determined at trial to plaintiff Greco's reputation.

84. Real property owned by plaintiffs G Net Comm. Co, Inc. and Phoenix Estates in the City has been under consideration by defendants City and Leighton for tax and other benefits to encourage development under the Keystone Opportunity Zone (hereinafter "KOZ") program.

85. Said plaintiffs along with plaintiff Greco have invested in excess of \$2,900,000.00 in furtherance of developing said properties as an advanced broadband economic development project and community green energy geothermal district heating and cooling authority for the benefit of residents and all property owners within the downtown Wilkes-Barre area.

86. Said plaintiffs along with plaintiff Greco worked on a Pennsylvania State government bill to insert funding for geothermal projects which use abandoned mine water as a source for green energy development for geothermal heating and cooling with grants available for the feasibility and implementation of the project.

87. Said plaintiffs' underground abandoned steam pipes would be used as the conduit for supplying said geothermal heating and cooling to the City of Wilkes Barre.

88. After gaining local representative Eddie Day Pashinski's support as well as support from Governor Rendell, said plaintiffs urged defendant City to apply for grant funds.

89. Said plaintiffs requested defendant Frati and defendant City to submit a “letter of intent” to be able to apply for Department of Energy Recovery Grant funds for implementation of geothermal project, and defendants Frati, Leighton, Murphy, and City acted to deny plaintiffs opportunity to be granted said funds.

90. Said plaintiffs were prime candidates for said grant funds.

91. On information and belief, defendants Leighton, Dessoye, Frati in November and December of 2009 caused Representative Pashinski to no longer support the geothermal project and not return plaintiff’s calls.

92. As defendant City’s Director of Operations, defendant Frati was copied on emails pertaining to this project, met with plaintiff Greco and attended City Council meetings, and was directly involved in the decision-making process for said grants and KOZ approvals.

93. Defendant Frati was also directly involved in planning the campaign of harassment against plaintiffs The Mines, Thom Greco and Rittenhouse Entertainment, Inc. including, but not limited to, assigning the City’s building inspector to cause an unwarranted inspection of The Mines the week of April 24, 2009. Defendants Leighton, Dessoye, and Frati took said action to deny approval and access to grant money to the geothermal project after Agent Joseph Noone of the Federal Bureau of Investigation

leaked that he had interviewed Greco in November, 2009, and would move forward to convict Greco of a felony.

94. Defendant Murphy, as City Administrator, played a role similar to that of defendant Frati. In particular, defendant Murphy communicated with defendant O'Hara and officials of defendant King's College in March, 2009 concerning closing down The Mines.

95. Defendant Murphy planned and caused to be filed a spurious complaint with Pennsylvania Liquor Control Enforcement against The Mines.

96. Defendant Murphy attended City Council meetings and worked in concert with Council members Thomas, Kane, Barrett, Cronauer and Merritt to block plaintiffs G Net Comm. Co, Inc. and Phoenix Estates participation in the KOZ project.

97. In retaliation for plaintiff Greco's involvement with The Mines and his assertion of his right to conduct a lawful business at and through The Mines including his complaints about violations of his civil rights, defendants City, Leighton, Thomas Jr., Kathy Kane, William Barrett, Rick Cronauer, and Michael Merritt have obstructed granting of benefits under the KOZ project to plaintiffs Greco, G Net Comm. Co, Inc. and Phoenix Estates.

98. Specifically, said defendants failed to include real property owned by plaintiffs G Net Comm. Co, Inc. and Phoenix Estates among those properties for which an extension to begin physical on site development work was granted on or about June, 2, 2009.<sup>1</sup>

99. The property owned by said plaintiffs was in all respects qualified for an extension.

100. As a result thereof the benefits have been lost and the development possibilities significantly lessened, resulting in said plaintiffs being damaged in an amount to be determined at trial.

101. The aforesaid actions of the individual defendants were willful, malicious and beyond all bounds of civilized behavior.

102. Plaintiffs demand a trial by jury.

#### COUNT ONE

103. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 102 as if fully set forth herein.

104. Plaintiffs Rittenhouse, Greco and The Mines , Inc. state a claim against defendants under 42 U.S.C. Sections 1983 and 1985 for acting in

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<sup>1</sup> In plaintiff's original complaint, it was inadvertently stated that the KOZ extension denial was on June 2, 2010 instead of 2009. June 2, 2009 was before the defendants learned of plaintiff Greco's felony charges, as they falsely stated in their Motion to Dismiss. The denial by defendants City, Leighton, Thomas Jr., Kathy Kane, William Barrett, Rick Cronauer, and Michael Merritt was five (5) months prior to FBI interview by Agents Noone and Glenn (November 19, 2009) and US Government did not charge plaintiff Greco until May 27, 2010 for felony misprision. Therefore, the rationale for the dismissal (see p. 25-26 of the Court's Memorandum, Document 31) does not apply.

concert to subject plaintiffs and their businesses to far harsher law enforcement action than other businesses similarly situated (other than in the race of their clientele) in violation of said plaintiffs' right to equal protection of the laws under the Fourteenth Amendment to the United States Constitution.

105. Said defendants knew, or should have known, that their actions against The Mines would and did cause damage to plaintiffs Greco and Rittenhouse, who were investors in The Mines or the real property on which The Mines was located, and its landlords, plaintiff Greco as owner of the real property where The Mines is located, and Rittenhouse as lessee of Greco and lessor to the Mines.

106. Other investors and landlords who operated bars and restaurants whose customers were predominately white, did not find their enterprises singled out for harassment because of the race of their clientele such as that set forth herein.

107. Plaintiffs Greco and Rittenhouse suffered lost of rent and loss of return on their investments as a result of the actions complained of herein.

## COUNT TWO

108. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 107 as if fully set forth herein.



109. Plaintiffs Rittenhouse, Greco and The Mines, Inc. state a claim against defendants, acting in concert, under 42 U.S.C. Section 1981, 1982, and 1985 and the Fourteenth Amendment to the United States Constitution, inasmuch as defendants actions were done in retaliation against plaintiffs for welcoming Black and Latino persons as patrons at their establishment and were done as part of a custom and policy designed to drive such persons out of Wilkes-Barre and the neighboring communities.

### COUNT THREE

110. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 109 as if fully set forth herein.

111. Plaintiffs Rittenhouse, Greco and The Mines, Inc. state a claim against defendants under the due process clause of the Fourteenth Amendment to the United States Constitution inasmuch as (a) defendants have perverted and abused the police powers invested in them and defendants King's College, O'Hara, McGonigle, Lindenmuth and McAndrew have acted in concert with them for the purpose of destroying plaintiffs and their business without legally valid justification; (b) have acted so as to stigmatize and harass plaintiffs without any lawful basis and without due regard to the truth of statements made about plaintiffs; and (c) have acted to wrongfully deprive plaintiffs of the use of their property and their

right to pursue their legitimate commercial endeavors, as contractually sanctioned and approved by the City at substantial cost to plaintiffs.

#### COUNT FOUR

112. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 111 as if fully set forth herein.

113. Plaintiff Greco, G Net Comm. Co, Phoenix Estates, and Greco Holdings, Inc. state a claim under 42 U.S.C. Sec. 1983 against defendants City, Leighton, Thomas, Jr., Kane, Barrett, Cronauer and Merritt for violation of their rights to equal protection of the laws<sup>2</sup> and substantive due process under the Fourteenth Amendment of the U.S. Constitution for actions taken against them under color of state law in conjunction with the KOZ development project.

#### COUNT FIVE

114. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 113 as if fully set forth herein.

115. Plaintiffs state the following state law claim against defendants Leighton, Dessoie, Murphy, Thomas, Kane, Barrett, Cronauer, Merritt,

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<sup>2</sup> The equal protection claim has been left in because paragraph 74 of the original complaint (now paragraph 98 of this amended complaint) inadvertently stated that the extension to other projects was granted on or about June 2, 2010 instead of 2009. June 2, 2009 was before the defendants learned of plaintiff Greco's felony charges. Therefore, the rationale for the dismissal (see p. 25-26 of the Court's Memorandum, Document 31) does not apply.

Fрати, O'Hara, McGonigle, Lindenmuth, and McAndrew acting in concert for abuse of process: tortuous interference with business relationships, trade disparagement, defamation.

COUNT SIX

116. Plaintiffs repeat and re-allege the allegations in paragraphs 1 through 115 as if fully set forth herein.

117. On information and belief defendants Leighton and Dessoie induced fellow King's College graduate, friend and Federal Bureau of Investigation agent, Joseph Noone, to manipulate plaintiff Greco into becoming vulnerable to the charge of misprision (a/k/a failing to report a felony).

118. Said defendants did so in retaliation against plaintiff Greco for complaining of and threatening to sue for civil rights violations stemming from their actions and activities at The Mines and to undermine his credibility.

119. As a result of the efforts of Agent Noone, plaintiff Greco was convicted (upon a plea of guilty) of the felony of misprision (18 U.S.C. Sec. 4) on or about November 10, 2010 and sentenced to two years probation and 50 hours of community service and fined \$10,000.

120. Plaintiff Greco states a claim against defendants under 42 U.S.C. Section 1981, 1982, 1983, and 1985 and the Fifth and Fourteenth Amendments to the U.S. Constitution.

WHEREFORE, plaintiffs pray for a judgment:

A. Awarding plaintiffs Rittenhouse, Greco and The Mines, Inc. compensatory damages including prospective loss of earnings in an amount to be determined at trial on each cause of action against all defendants on the First, Second, Third and Fifth counts.

B. Awarding plaintiff Greco, G Net Comm. Co, Phoenix Estates, and Greco Holdings, Inc. compensatory damages, including loss of prospective earnings, in an amount to be determined at trial against defendants City, Leighton, Thomas, Jr., Kane, Barrett, Cronauer and Merritt on the Fourth Count.

C. Awarding plaintiff Greco compensatory damages in an amount to be determined at trial against defendants Leighton and Dessoye on the Sixth Count.

D. Awarding plaintiffs punitive damages in an amount to be determined at trial against the individual defendants.

E. Awarding plaintiffs costs, disbursements and reasonable attorney's fees together with such other and further relief as this Court deems just and proper.

Dated: New York, NY  
April 6, 2011

/s/ Harry Kresky  
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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I, Harry Kresky, hereby certify that I have caused to be served this day a true and correct copy of the Amended Complaint in redline and backline form upon all counsel of record via the Court's electronic filing system.

Dated: April 6, 2012

/s/

\_\_\_\_\_  
Harry Kresky

# EXHIBIT 5

PROTHONOTARY LUZERNE COUNTY  
FILED AUG 13 '20 PM1:46



Melissa DeGrazia Johnson

Major Case Specialist  
Travelers

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P. O. Box 13426  
Reading, PA 19612-3426

April 23, 2012

**Certified Mail – Return Receipt Requested  
and via electronic mail to lisamccauley@kings.edu**

Dr. Lisa Marie McCauley  
VP Business Affairs/Treasurer  
King's College  
133 North River Street  
Wilkes-Barre, PA 18711

Re: Insured: Northeast Pennsylvania Education Risk Management Group, Inc.  
Policy Numbers: 630-10866N48A  
Effective Dates: 02/01/2009 to 02/01/2010  
Claimant: Thom Greco, et al.  
Date of Loss: 04/16/2009  
Claim Number: ENB2475

Dear Dr. McCauley:

We are in receipt of the amended complaint filed by plaintiffs in the *Rittenhouse Entertainment, Inc., The Mines, Inc., G Net Comm. Co., Phoenix Estates, and Thomas J. Greco v. City of Wilkes-Barre, Thomas Leighton, Gerald Dessoye, J.J. Murphy, Tony Thomas, Jr., Kathy Kane, William Barrett, Rick Cronauer, Michael Merritt, Butch Frati, Luzerne County, Michael Savokinas, King's College, Father Thomas J. O'Hara, Robert McGonigle, Paul Lindenmuth and John McAndrew* suit filed in the Middle District of Pennsylvania ("Amended Complaint"). The Amended Complaint attempts to bolster plaintiffs' claims of conspiracy by adding additional paragraphs to the Facts portion of the Amended Complaint in support of Count One. In Count One, plaintiffs continue to plead a conspiracy under 42 U.S.C Sections 1983 and 1985 and the Fourteenth Amendment of the U.S. Constitution against all defendants for allegedly subjecting plaintiffs and their businesses to harsher law enforcement action than other businesses similarly situated. Count Two, which asserts that all defendants acted in concert under 42 U.S.C Sections 1981, 1982, and 1985, and the Fourteenth Amendment of the U.S. Constitution for actions in retaliation against Plaintiffs for welcoming Black and Latino persons as patrons, was changed in that the Section 1983 claim from this Count was removed and placed into Count Four. Count Three was revised to remove the claim for a due process clause violation under the Fifth



Claim No. ENB2475  
April 23, 2012  
Page 2 of 2

Amendment to the U.S. Constitution, but it maintains the claim under the Fourteenth Amendment. Count Four does not apply to King's College or any of its officers or employees. Count Five raises state law claims against all Defendants for acting in concert for abuse of process: tortious interference with business relationships, trade disparagement, and defamation. The only change from prior Complaint is that it only raises these claims against the individual defendants. Amended Complaint's Count Six does not apply to insureds. Count Six previously alleged that King's College and its officers or employees deprived minority students of their choice in where to socialize under 24 P.S. Section 5004(a)(3); however, the Court dismissed this count. Count Six is now the previously pled Count Seven, which applies to codefendants. Finally, plaintiffs dropped Count Eight, which contained their claim for attorneys' fees under 42 U.S.C. Section 1988. Attorneys' fees are still pled as an element of damages.

The Amended Complaint's revisions do not change the previous coverage position provided by The Charter Oak Fire Insurance Company ("Travelers") to King's College via a reservation of rights letter issued on May 10, 2011. As such, Travelers reaffirms its coverage position of May 10, 2011. A copy of that reservation of rights letter is attached for your review.

If you have any questions or wish to discuss this matter at any time, please do not hesitate to contact me directly at (610) 371-3924.

Sincerely,

  
Melissa DeGrazia Johnson  
The Charter Oak Fire Insurance Company

cc: Kim Parker  
Willis of Pennsylvania, Inc.  
Via email to [kim.parker@willis.com](mailto:kim.parker@willis.com)

Vicki Bussman  
Willis of Pennsylvania, Inc.  
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Jodi Frede  
Analyst, Directors and Officers  
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# EXHIBIT 6

**NOT PRECEDENTIAL**

**UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT**

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No. 18-2991

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**RITTENHOUSE ENTERTAINMENT, INC.; THE MINES, INC.; G NET COMM. CO.;  
PHOENIX ESTATES; THOMAS J. GRECO,**  
Appellants

v.

**CITY OF WILKES-BARRE; THOMAS LEIGHTON, individually and as the Mayor of  
Wilkes-Barre; GERALD DESSOYE, individually and as Chief of Police of Wilkes-  
Barre; J.J. MURPHY, individually and as City Administrator of Wilkes-Barre; TONY  
THOMAS, JR., individually and as members of the Wilkes-Barre City Council; KATHY  
KANE, individually and as members of the Wilkes-Barre City Council; WILLAM  
BARRETT, individually and as members of the Wilkes-Barre City Council; RICK  
CRONAUER, individually and as members of the Wilkes-Barre City Council;  
MICHAEL MERRITT, individually and as members of the Wilkes-Barre City Council;  
BUTCH FRATI, individually and as Director of Operations of Wilkes-Barre; LUZERNE  
COUNTY; MICHAEL SAVOKINAS, individually and as Luzerne County Sheriff;  
KING'S COLLEGE; FATHER THOMAS J. O'HARA, individually and as Officers and  
Employees of Kings College; ROBERT MCGONIGLE, individually and as Officers and  
Employees of Kings College; PAUL LIDENMUTH, individually and as Officers and  
Employees of Kings College; JOHN MCANDREW, individually and as Officers and  
Employees of Kings College**

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**On Appeal from the United States District Court for the  
Middle District of Pennsylvania  
(No. 3-11-cv-00617)  
District Judge A. Richard Caputo**

**Submitted Pursuant to Third Circuit L.A.R. 34.1(a)  
June 27, 2019**

**Before: CHAGARES, GREENAWAY, JR., and GREENBERG, Circuit Judges.**

(Filed: August 26, 2019)

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OPINION\*

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CHAGARES, Circuit Judge.

Thomas Greco and his associated corporations<sup>1</sup> (collectively, “plaintiffs”) filed suit alleging equal protection and due process violations for actions taken against his nightclub, The Mines. The plaintiffs appeal the District Court’s grant of summary judgment in favor of the City, College, and County Defendants<sup>2</sup> on all claims. The parties do not dispute that The Mines served a higher percentage of minorities than did neighboring bars. Nor do they dispute that the neighborhood suffered from a high crime rate. But the parties dispute whether the concentrated police presence around The Mines was due to a higher incidence of crimes in that area or the fact that The Mines served

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\* This disposition is not an opinion of the full Court and pursuant to I.O.P. 5.7 does not constitute binding precedent.

<sup>1</sup> The plaintiffs include G Net Comm. Co., Phoenix Estates, Thomas J. Greco, Rittenhouse Entertainment, Inc., and The Mines, Inc.

<sup>2</sup> The City Defendants include the City of Wilkes-Barre; Thomas Leighton, individually and as Mayor; Gerard Dessoie, individually and as Chief of Police; J.J. Murphy, individually and as City Administrator; Tony Thomas, Jr., Kathy Kane, William Barret, Rick Cronauer, and Michael Merritt, individually and as members of City Council; and Butch Frati, individually and as Director of Operations. The College Defendants include King’s College; Father Thomas J. O’Hara, individually and as an Officer and Employee of King’s College; and Robert McGonigle, individually and as an Officer and Employee of King’s College. The County Defendants include the County of Luzerne; Michael Savokinas, individually and as Luzerne County Sheriff.

more minorities. Because there is enough evidence for a reasonable jury to infer discriminatory intent, we will vacate and remand in part and affirm in part.

I.

The following background comes from the evidentiary record before the District Court, and on appeal from a grant of summary judgment, the facts are construed in the light most favorable to the non-moving party.<sup>3</sup> Greco is the owner and operator of The Mines, a bar and nightclub in Wilkes-Barre, Pennsylvania. King's College, a private and Catholic college, is located across the street from The Mines. The Mines opened in September of 2008 and operated on Thursday, Friday, and Saturday nights, averaging between 400 and 800 customers each night. About 30–40% of The Mines' clientele were members of a racial minority, primarily black and Hispanic, and The Mines served more minorities than neighboring bars. Chief of Police Gerald Dessoie testified that he did not know the racial composition of The Mines' patrons but that the bars in Wilkes-Barre "are diverse," Appendix ("App.") 1597, and he told Greco, "you've got the wrong kind of crowd" at The Mines. App. 3006. Chad Williams, who lived above The Mines and sometimes worked there, encountered Father O'Hara, the president of the College, while

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<sup>3</sup> The parties dispute whether the District Court abused its discretion in handling the plaintiffs' failure to comply with Local Rule 56.1. The plaintiffs submitted their own Statement of Undisputed Material Facts instead of responding to the moving parties' statements. The District Court applied the proper standard, "conduct[ing] a full analysis [of the record] to determine whether granting summary judgment was appropriate." Weitzner v. Sanofi Pasteur Inc., 909 F.3d 604, 614 (3d Cir. 2018). The court did not abuse its discretion.

walking his dog. Williams invited Father O'Hara to come inside The Mines, but Father O'Hara refused because the "crowd was too dark for [his] students." App. 5912.

The Hardware Bar is located a few blocks from The Mines and served fewer minorities than The Mines. Chief Dessoye described it as "a problem bar." App. 1586. Officer Donald Crane testified that the police allocated more resources toward the Hardware Bar than The Mines; "[w]e were definitely down at the Hardware Bar more often" responding to issues. App. 1356. In March 2009, Officer Erika Oswald was assaulted outside the Hardware Bar, leaving her unconscious from a traumatic head injury. But Chief Dessoye did not increase police presence in front of the Hardware Bar thereafter. While the Hardware Bar addressed its issues by privately hiring Wilkes-Barre police officers to work security, Greco's request to do the same was denied.

The neighborhood around The Mines and the College suffered from a crime problem. The police reported that on March 27, 2009, a fight broke out in front of The Mines involving about 200 people and overwhelming the police. But Greco witnessed the fight and testified that only 50 people were involved. When he told this to Chief Dessoye, the Chief responded, "sometimes they embellish the report" and maybe the report was "exaggerated." App. 3010, 3006.

Crimes specifically against the College students included a stabbing, a fight resulting in a broken jaw, and an incident involving a gun and a knife. Students and parents complained about campus safety and considered transferring due to safety concerns. The College hosted a public forum to discuss campus safety issues. Robert McGonigle, the Dean of Students, coordinated the event with the Wilkes-Barre police

department. McGonigle sent an email to the students informing them of the campus safety forum; The Mines was mentioned twice in the email, while no other bar was mentioned. The College prepared a document with anticipated questions, one of which was why the College had not closed down The Mines. J.J. Murphy, the Wilkes-Barre city administrator, Father O'Hara, and Chief Dessoie were present at the forum. Father O'Hara denied Greco's request to attend. On April 8, 2009, Father O'Hara, Mayor Leighton, and Chief Dessoie met to discuss how the issues in the area would be addressed. Thereafter, Father O'Hara told Greco, "either we're going to petition to close The Mines or the parents [of the College students] are going to petition to close The Mines. And I'm going to talk to Mayor Tom and Chief Dessoie about how we're going to continue to go about closing down The Mines." App. 3010. A police officer in front of The Mines also told the manager "we are closing your boss down." App. 1156.

On April 30, 2009, the Wilkes-Barre police department carried out a "saturation patrol" spanning a few blocks surrounding The Mines. This type of police action "saturates" a specific neighborhood with law enforcement to address crime. Multiple law enforcement entities participated in the saturation patrol at the request of the Wilkes-Barre police department, including the Luzerne County Sheriff's Office, Luzerne County Probation and Parole, State Parole and Probation, the Pennsylvania Liquor Control Board, and the Pennsylvania State Police Gang Unit. Luzerne County Sheriff Savokinas had agreed to help other law enforcement entities when asked for assistance in the past, so when Chief Dessoie asked for County manpower for one night, the Sheriff agreed. Jennifer Roberts, a Deputy Sheriff in the Luzerne County Sheriff's Office, participated in

the saturation patrol. She testified that “[a]lmost all of” the Wilkes-Barre police officers told her that the purpose of the saturation patrol was to deal with The Mines. App. 5287. Specifically, Deputy Sheriff Roberts testified that Officer Rennick, her personal friend, told her that The Mines is a “problem bar, and we don’t want these kind of people in our town.” App. 5287. She further testified that Officer Rennick was referring to “black people, Hispanic people.” App. 5287.

The concentrated police presence around The Mines did not begin and end with the saturation patrol on April 30. Every Thursday, Friday, and Saturday night beginning in April 2009, the Wilkes-Barre police would park on the sidewalk in front of and across from The Mines; park in and block the entrance to The Mines’ parking lot; and stand at the entrance to The Mines with a drug-sniffing dog. These actions deterred customers from entering The Mines. Greco drove to the neighboring bars every Thursday, Friday, and Saturday to see if the police did the same elsewhere. They did not. Within months, The Mines went out of business.

Meanwhile, some of Greco’s properties that had Keystone Opportunity Zone (“KOZ”) designation were then denied that designation on his application to extend. KOZ is a Pennsylvania state tax benefit program designed to encourage property owners to bring business to certain under-developed areas. This is accomplished through local and state tax waivers, abatements, or exemptions. Some of Greco’s properties in Wilkes-Barre already had KOZ designation. But around the same time The Mines was subject to significantly greater police presence, Greco’s application to extend the KOZ designation



of his properties was denied. The parties disagree as to whether his application to extend was timely and contained the necessary information.

In 2010, Greco pleaded guilty in federal court to the felony of misprision for failing to report corruption in violation of 18 U.S.C. § 4. Greco bought televisions for a county commissioner and failed to disclose the manner in which he was paid back.

The plaintiffs filed a lawsuit against the City, College, and County Defendants in 2011 for violations of due process, equal protection, and various other statutory and state causes of action. The plaintiffs alleged that the defendants conspired to shut down The Mines through concentrated police presence due to the fact that The Mines served more minorities than any neighboring bar. The plaintiffs also alleged that the denial of KOZ renewal was a result of the discrimination, and that Greco's charge and conviction for misprision was retaliation for threatening to sue. The following counts survived the defendants' motions to dismiss: (1) plaintiffs' §§ 1983 and 1985 claims against the City, County, and College Defendants, for the alleged violations of plaintiffs' Fourteenth Amendment Equal Protection rights (Count One); (2) plaintiffs' §§ 1981 and 1982 claims against Mayor Leighton, Chief Dessoye, the City of Wilkes-Barre, plaintiffs' § 1985 claims against all City Defendants,<sup>4</sup> and plaintiffs' §§ 1981, 1982, and 1985 claims against the College Defendants, for the alleged retaliation against plaintiffs for serving minorities (Count Two); (3) plaintiffs' Fourteenth Amendment Due Process claims

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<sup>4</sup> While the Plaintiffs did not specify the subsection under which they are proceeding, the District Court assumed it was § 1985(3), as that is the only relevant subsection. We will do the same.

against all defendants for alleged abuse of police powers (Count Three); (4) plaintiffs' substantive due process claims against the City of Wilkes-Barre, Mayor Leighton, and City Council Members for the alleged improper denial of Greco's KOZ applications (Count Four); (5) plaintiffs' tortious interference with business relationships claim against the City and College Defendants (Count Five); and (6) plaintiffs' claims against Mayor Leighton and Chief Dessoye for allegedly manipulating Greco into committing misprision (Count Six). Rittenhouse Entm't, Inc. v. City of Wilkes-Barre, No. 3:11-617, 2012 WL 3562030, at \*18 (M.D. Pa. Aug. 16, 2012).

The District Court granted summary judgment for the defendants on Counts One, Two, Three, Four and Six and dismissed Count Five. The plaintiffs timely appealed.

## II.

The District Court exercised jurisdiction under 28 U.S.C. §§ 1331, 1343, and declined to exercise supplemental jurisdiction under § 1367(c)(3). We have appellate jurisdiction under 28 U.S.C. § 1291. We review the District Court's grant of summary judgment de novo. Renchenski v. Williams, 622 F.3d 315, 324 (3d Cir. 2010).

"Summary judgment is appropriate only if there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. We view the facts in the light most favorable to the non-moving party." Buhdun v. Reading Hosp. & Med. Ctr., 765 F.3d 245, 251 (3d Cir. 2014) (citations omitted).

## III.

We conclude that summary judgment was improper on Counts One, Two, and Three ("the discrimination claims") against the City and College Defendants but that it

was proper on all claims against the County Defendants. We also affirm on Counts Four and Six. On remand, in addition to considering the discrimination claims, the District Court should also consider Count Five — the state law tortious interference claim — as well as the issue of qualified immunity for the City Defendants in the first instance.

A.

The discrimination claims raise distinct constitutional and statutory causes of action, but common among them is the element of intentional discrimination on the basis of race. These claims include violations of the Equal Protection Clause and the Due Process Clause under 42 U.S.C. § 1983, violations of §§ 1981, 1982, and conspiracy to commit them under § 1985. To allege a racial discrimination claim under the Fourteenth Amendment’s Equal Protection Clause, a plaintiff must allege “racially discriminatory intent or purpose.” City of Cuyahoga Falls, Ohio v. Buckeye Cmty. Hope Found., 538 U.S. 188, 195 (2003) (citation omitted). Similarly, a claim for abuse of police power that violates substantive due process requires “conduct intended to injure” that “rise[s] to the conscience-shocking level.” Cty. of Sacramento v. Lewis, 523 U.S. 833, 847 (1998). And “bias against an ethnic group” is “conscience-shocking behavior.” Chainey v. Street, 523 F.3d 200, 220 (3d Cir. 2008). So, use of the police power to discriminate intentionally on the basis of race violates substantive due process. Likewise, an element of both §§ 1981 and 1982 is intentional racial discrimination. Brown v. Phillip Morris Inc., 250 F.3d 789, 797 (3d Cir. 2001). Section 1981 gives all persons the right to make and enforce contracts and § 1982 provides various real and personal property rights. 42 U.S.C. §§ 1981, 1982. Discriminatory intent requires that the decision-maker took “a

particular course of action at least in part ‘because of,’ not merely ‘in spite of,’ its adverse effects upon an identifiable group.” Antonelli v. New Jersey, 419 F.3d 267, 274 (3d Cir. 2005) (quoting Personnel Adm’r of Mass. v. Feeney, 442 U.S. 256, 279 (1979)).

The District Court granted summary judgment on these claims because it found no evidence of racially discriminatory intent. We disagree. There is evidence that the City Defendants concentrated the police presence around The Mines “at least in part ‘because of,’” Antonelli, 419 F.3d at 274, the race of The Mines’ clientele. Specifically, the City Defendants’ statements — “you’ve got the wrong kind of crowd” and “we don’t want these kind of people in our town,” referring to “black people, Hispanic people” — give rise to an inference of discriminatory intent. App. 3006, 5287. Moreover, there is evidence that only The Mines was singled out, while other bars, such as the Hardware Bar, that served fewer minorities but had plenty of incidents requiring police response, were not subject to similar treatment by police. And while the City Defendants argue that such disparate treatment was warranted because of the March 27 event, the size of that fight is disputed. The same is true of the College Defendants. While they are not state actors, they are not immunized from liability because “a private party who willfully participates in a joint conspiracy with state officials to deprive a person of a constitutional right acts ‘under color of state law’ for purposes of [section] 1983.” Abbot v. Latshaw, 164 F.3d 141, 147–48 (3d Cir. 1998). And there is evidence that the College Defendants conspired with the City Defendants to shut down The Mines because of the race of its patrons. Father O’Hara’s statement that the crowd at The Mines was “too dark for [his] students” suggests discriminatory intent. App. 5912. Dean McGonigle’s email about the

student forum mentioned only one bar, The Mines, suggesting that he singled out The Mines from the neighboring, white-clientele bars. And Father O'Hara's statement that he was working with the mayor and the chief of police "about how we're going to continue to go about closing down The Mines" suggests an agreement among the defendants. App. 3010.

Accordingly, the plaintiffs' § 1983 and § 1985 claims alleging violations of equal protection against the City and College Defendants should have survived summary judgment because a reasonable jury could infer that they agreed to deprive The Mines of equal protection of the law due to the race of The Mines' patrons. This evidence of intentional racial discrimination concerned contract and property rights enumerated in § 1981 and § 1982 — such as the financial transaction of selling a drink at the plaintiffs' bar — so summary judgment on these claims for the City and College Defendants was improper. Likewise, the substantive due process claims brought under § 1983 and § 1985 for abuse of police power and conspiracy to abuse police power also survive summary judgment because a jury could reasonably infer that the City and College Defendants agreed to discriminate intentionally on the basis of race by deliberately concentrating police power on the bar that serves minorities, and in so doing, forcing the bar out of business and depriving the plaintiffs of their property.

In contrast, the record is devoid of evidence that the County Defendants were involved at all beyond the assistance they offered the city on one night. Sheriff Savokinas routinely agreed to help in multi-jurisdictional operations, and there is no

evidence he or his office acted with discriminatory intent. Summary judgment in favor of the County Defendants on all claims was appropriate.

B.

In Count Four, the plaintiffs also allege a violation of substantive due process as a result of the City Defendants' denial of KOZ extension benefits. "To establish a substantive due process claim, a plaintiff must prove the particular interest at issue is protected by the substantive due process clause and the government's deprivation of that protected interest shocks the conscience." Chainey, 523 F.3d at 219. But not all property interests are "worthy" of substantive due process protection. Reich v. Beharry, 883 F.2d 239, 244 (3d Cir. 1989). And whether the property interest contains this "particular quality depends on whether that interest is fundamental under the United States Constitution." Newark Cab. Ass. v. City of Newark, 901 F.3d 146, 155 (3d Cir. 2018) (citation omitted).

For example, we have held that state-law entitlement to water and sewer services is not protected by substantive due process. Ransom v. Marrazzo, 848 F.2d 398 (3d Cir. 1988). There, we explained,

[T]he legal fact that, once a municipality . . . establishes a utility for its citizens, a citizen's expectation of receiving that service rises to the level of a property interest cognizable under the Due Process Clause, merely brings that expectation within the compass of the Fourteenth Amendment's procedural protections . . . . It does not transform that expectation into a substantive guarantee against the state in any circumstance.

Id. at 412 (emphasis added) (citations omitted). We also held there is no property interest protected by substantive due process (or procedural due process) in

“Pennsylvania’s competitive bidding statutes [that] require that public contracts be awarded to the lowest responsible bidder.” Indep. Enter. Inc. v. Pittsburgh Water & Sewer Auth., 103 F.3d 1165, 1178-80 (3d Cir. 1997). Likewise, “tenured public employment is a wholly state-created contract right” so it is not a “fundamental property interest entitled to substantive due process protection.” Nicholas v. Pa. State Univ., 227 F.3d 133, 142-43 (3d Cir. 2000). The KOZ program provides tax benefits to certain businesses through an application — and re-application — process. The KOZ benefits are merely that — a benefit — and therefore are not fundamental rights protected by substantive due process under the Constitution. Therefore the “threshold requirement” for a substantive due process challenge is not met, Gikas v. Washington School Dist., 328 F.3d 731, 737 (3d Cir. 2003), and summary judgment for the City Defendants was appropriate.

#### C.

Greco individually raises a claim of selective prosecution. He claims that Mayor Leighton and Chief Dessoie “influenced” an FBI agent to “manipulate” Greco “into becoming vulnerable to the charge of misprision.” Pl. Br. 40. But the City of Wilkes-Barre did not charge him with misprision; the federal government did. Nor is there any evidence that Mayor Leighton and Chief Dessoie agreed to influence the FBI in any way. The District Court properly granted summary judgment to the City Defendants on this claim.

#### IV.

For the foregoing reasons, we will vacate the District Court's summary judgment order on Counts One, Two, and Three as to the City and College Defendants and remand.<sup>5</sup> Summary judgment as to the County Defendants will be affirmed on all counts. Summary judgment on Counts Four and Six will be affirmed.<sup>6</sup>

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<sup>5</sup> The City Defendants argue that summary judgment was proper on these counts for an alternative reason: that they are entitled to qualified immunity on the disputed facts. But the District Court did not reach this issue, so on remand the court should consider the qualified immunity of each City Defendant in the first instance. See Grant v. City of Pittsburgh, 98 F.3d 116, 123 (3d Cir. 1996).

<sup>6</sup> Pursuant to 28 U.S.C. § 1367(c)(3), the District Court declined to exercise supplemental jurisdiction over Count Five, a tortious interference claim under state law. Because we are vacating and remanding claims over which the District Court has original jurisdiction, we will also vacate the court's order as to supplemental jurisdiction and remand.



PROTHONOTARY LUZERNE COUNTY  
FILED AUG 13 '20 PM 1:46

# EXHIBIT 7



**Helen C. Lee**  
*Claim Professional*  
(610) 371-3793  
(877) 231-2506 (fax)  
PO Box 430  
Buffalo, NY 12420  
hlee2@travelers.com

**VIA CERTIFIED MAIL**

May 13, 2020

Frederick A. Pettit, Esquire  
King's College  
133 N. River St.  
Wilkes Barre, PA 18711

Re: Claimant: Thomas Greco  
Insured: Northeast Pennsylvania Education Risk Management Group, Inc.  
Claim No.: ENB2475  
Date of Loss: 4/16/2009  
Policy No.: 630-1086N48A

Dear Mr. Pettit:

The Charter Oak Fire Insurance Company (hereinafter referred to as "Travelers"), received and reviewed a copy of the Third Circuit Court of Appeals opinion dated June 27, 2019 in the matter entitled Rittenhouse Entertainment, Inc., The Mines, Inc., G Net Comm. Co., Phoenix Estates, and Thomas J. Greco v. City of Wilkes-Barre, Thomas Leighton, Gerald Dessoie, J.J. Murphy, Tony Thomas, Jr., Kathy Kane, William Barrett, Rick Cronauer, Michael Merritt, Butch Frati, Luzerne County, Michael Savokinas, King's College, Father Thomas J. O'Hara, Robert McGonigle, Paul Lindenmuth and John McAndrew, which was filed in the United States District Court for the Middle District of Pennsylvania, Docket No. 11-00617 on April 4, 2011 and amended on April 6, 2012 ("Amended Complaint"). Please allow this letter to supplement our prior coverage letters dated May 10, 2011, and April 23, 2012 which are incorporated herein as if set forth in full.

While we appreciate and value the Northeast Pennsylvania Education Risk Management Group, Inc. ("Northeast") and King's College as a customer, we have conducted a careful review of the claim and have determined that this claim is not covered by King's College's policy with Travelers, Policy No. 630-1086N48A (the "policy"). As such, Travelers will stop defending King's College, Father Thomas J. O'Hara and Robert McGonigle (King's College Defendants) effective May 29, 2020. I have notified National Union Fire Ins. Co. of Pittsburgh, PA (Chartis) of this coverage denial determination.

Our coverage evaluation is based, in part, on the allegations raised in the Amended Complaint. We realize you will dispute those allegations. Please note that in referring to these allegations, Travelers does not mean to imply that any of them are true. However, Travelers must refer to those allegations in determining whether it has any coverage obligations under the policy discussed below.

Plaintiffs raise various federal and state law claims against King's College and several of its officers and employees, along with government and police officials from the City of Wilkes Barre and Luzerne County, for allegedly interfering with the operations of The Mines, a nightclub located across from the King's College campus. Patrons of The Mines were allegedly 30% to 40% black and Latino, while the population of Wilkes-Barre, Luzerne County and King's College were predominantly white. Unlike other area establishments with predominantly white patrons, The Mines alleged it operated without any Pennsylvania Liquor Control Board ("PLCB") citations or violations. On or about April 5, 2009, Robert McGonigle, with John McAndrew's involvement, circulated an email to King's College students alleging "problems" with The Mines and inviting students to a forum to discuss how to file PLCB violations against The Mines. On April 8, 2009, Thomas Greco, owner of The Mines, met with the staff of King's College and Father O'Hara, who advised that students' parents were pressuring King's College to take action against The Mines. On April 16, 2009, a pattern of excessive police presence and harassment started with the City and County defendants targeting minority patrons of The Mines to further their goal of preventing black and Latino people from living in or spending time in Wilkes-Barre and Luzerne County. Plaintiffs allege Defendants violated 42 U.S.C. Sections 1981, 1982, 1983 and 1985, and the 5<sup>th</sup> and the 14<sup>th</sup> Amendments for abuse of police powers. Plaintiffs claim that King's College defendants acted in concert with the other defendants. The Amended Complaint also raises state law claims of tortious interference with business relationships, trade disparagement and defamation.<sup>1</sup> Plaintiffs seek compensatory damages, punitive damages, attorneys fees and costs.

The District Court granted Northeast's Motion for Summary Judgment and dismissed the complaint. Plaintiffs appealed the court's decision to the Third Circuit Court of Appeals. As a result of the Appeal, the only remaining counts are Count I - Section 1983 and 1985 claims against the City and King's College for violation of equal protection under the 14<sup>th</sup> amendment; Count II – Section 1981 and 1982 and 1985 claims against King's College defendants for retaliation for serving minorities; and Count III – 14<sup>th</sup> amendment claims for abuse of police power. As the District Court declined to address the state law claim of tortious interference with business relationships, Count V has also been remanded to the District Court.

King's College is an Insured under policy number 630-1086N48A in effect from February 1, 2009 to February 1, 2019 subject to a limit of \$1,000,000 for each occurrence/personal injury and advertising and \$5,000,000 in the aggregate. This policy includes Commercial General Liability Coverage ("CGL") Form CG 00 01 10 01, which provides in part:

## **SECTION I – COVERAGES**

### **COVERAGE A BODILY INJURY AND PROPERTY**

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<sup>1</sup> The trade disparagement and defamation claims were dismissed by the District Court on March 19, 2012 on the basis that the statute of limitations to file such claims had expired. Despite the District Court's dismissal, the Plaintiffs repeated the allegations of trade disparagement and defamation in the Amended Complaint. Pursuant to a Rule 11 letter, the Plaintiffs withdrew those claims. Further, the District Court in its March 19, 2012 Opinion, also determined in footnote 7 that there was no abuse of process claim being sought in Count V.

## **DAMAGE LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured

or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your

business but only if the offense was committed in the "coverage territory" during the policy period.

\*\*\*

King's College's policy with Travelers also includes the Web Xtend Liability Endorsement, CG D2 34 01 05, which modifies and/or replaces Coverage B of the Insuring Agreement and states in pertinent part:

**COVERAGE B. PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY:**

**1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury", "advertising injury" or "web site injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury", "advertising injury" or "web site injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**.

\*\*\*

- b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; or
  - (3) "Web site injury" caused by an offense committed in the course of the visual or audio presentation of material on "your web site" or in the numerical expression of computer code used to enable "your web site";
- but only if the offense was committed in the "coverage territory" during the policy period.

\*\*\*

The policy defines "bodily injury" as follows:

#### **SECTION V - DEFINITIONS**

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

The Policy defines "occurrence" as follows:

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

The Policy defines "property damage" in Endorsement CG D2 56 11 03 as follows:

The definition of "property damage" in **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

\*\*\*

The Policy defines “advertising injury” in Endorsement CG D2 34 01 05 as follows:

The definition of “**Personal and advertising injury**” (**SECTION V – DEFINITIONS**) is deleted in its entirety and replaced by the following definitions of “advertising injury” and “personal injury”:

“Advertising injury” means injury, arising out of one or more of the following offenses:

- (a) Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or “suit” is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- (b) Oral, written or electronic publication of material that appropriates a person’s likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person’s private life; or
- (c) Infringement of copyright, title or slogan, provided that the claim is made or “suit” is brought by a person or organization claiming ownership of such copyright, title or slogan.

“Personal injury” means injury, other than “bodily injury”, arising out of one or more of the following offenses:

- (a) False arrest, detention or imprisonment;
- (b) Malicious prosecution;
- (c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (d) Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services,



- provided that the claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
- (e) Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light, or gives unreasonable publicity to a person's private life.

\*\*\*

King's College's policy with Travelers contains an Exclusion – Discrimination, found at form CG D1 42 01 99 which states in pertinent part:

#### **PROVISIONS**

1. **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** – is amended by adding the following additional exclusion:

(This Insurance does not apply to:)

“Bodily injury” resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

2. **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

(This Insurance does not apply to:)

“Personal injury” resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

In Counts I, II, and III of the Amended Complaint, Plaintiffs allege conspiracy by the City and King's College Defendants to retaliate, abuse police powers and subject Plaintiffs' to harsher law enforcement than other similarly situated businesses due to the race of their patrons. To the extent that Plaintiffs allege damages due to “bodily injury,” “property damage,” or “personal

injury,” resulting from discrimination, the above exclusion will apply to preclude coverage under the CGL policy.

Based on our review and analysis of this matter, the Amended Complaint does not allege a “bodily injury” or “property damage” caused by an “occurrence.” Thus, there is no coverage under Coverage A of the CGL policy.

After the dismissal of the disparagement and defamation claims in Count V of the Amended Complaint on or about April 30, 2012, there is no allegation of any “personal injury” or “advertising injury” under Coverage B being made in the Amended Complaint. The allegation of tortious interference with business relationship does not meet the definition of “bodily injury,” “property damage,” “personal injury,” “advertising injury,” or “web site injury.” As such, the damages the plaintiffs seek in the Amended Complaint are not covered damages.

In summary, we have determined that no coverage exists for this claim. This means that Travelers will no longer provide a defense, nor will it provide any indemnification in the event of a settlement or adverse result from the Amended Complaint. We understand that you have other insurance with AIG (formerly Chartis) and United Educators (excess policy) that may pick up the defense, either directly or by reimbursement. To date, Travelers has paid over \$173,399.14 to defend this claim. We will pay defense costs up to and including May 29, 2020.

Nothing in this letter should be construed as a waiver of Travelers’ rights under any of the provisions of the Travelers policy or any other defense that the Company may have. Travelers expressly reserves all of its rights to limit or deny coverage for this claim on the basis of these or any additional grounds.

The analysis of coverage outlined herein is not meant to be exhaustive. The policy of insurance includes additional provisions that may have a bearing on the question of coverage. By limiting policy references to those cited herein, Travelers does not waive any other policy provisions. The insurance policy is incorporated herein by reference in its entirety, as if set forth in full.

We invite you to submit any documents or information that you feel may have a bearing on the coverage issues or our decision concerning this claim. If you now or in the future receive any information that you believe will affect our coverage position, including any further amendments of the Amended Complaint, please send that information to us for our consideration.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

*Helen C. Lee*

Helen C. Lee  
The Charter Oak Fire Insurance Company

cc: Joseph Kluger, Esquire, Hourigan, Kluger & Quinn, P.C. (via email)  
Sean McGrath, Eastern Insurance Group (via email)  
David Schwalm, Esquire (via email)

# EXHIBIT 8

PROTHONOTARY LUZERNE COUNTY  
FILED AUG 13 '20 PM1:46

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION—DISCRIMINATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

- 1. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** – is amended by adding the following additional exclusion:

(This Insurance does not apply to:)

"Bodily injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

- 2. COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** – is amended by adding the following additional exclusion:

(This insurance does not apply to:)

"Personal injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

# EXHIBIT 9

PROTHONOTARY LUZERNE COUNTY  
FILED AUG 13 '20 PM 1:46

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF COVERAGE – PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### **PROVISIONS**

The definition of "property damage" in **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed

to occur at the time of the "occurrence" that caused it.

"Property damage" does not include loss of or damage to "electronic media and records".

As used in this definition, "electronic media and records" means:

- a. Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- b. Data stored on such media; or
- c. Programming records for electronic data processing or electronically controlled equipment.

PROTHONOTARY LUZERNE COUNTY  
FILED AUG 18 '20 PM 1:46

# EXHIBIT 10



## COMMERCIAL GENERAL LIABILITY

device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;

**f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.**

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.**

**14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:**

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**

**16. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended